



INVITATION TO BID (ITB)

ITB Name: **Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)**

ITB Number: **2023-010B** NIGP Commodity Code: **96296**

Return Bid To:
Village of Ruidoso
Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Bids Due No Later Than:

Date: **January 19, 2023** Time: **3:00 pm local time**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**
To occur immediately following due date/time

If you have questions regarding this ITB please contact:

Procurement Manager

Telephone No.: **575-258-4343**

Email: purchasing@ruidoso-nm.gov

Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):

Company Name: _____ Address: _____

DBA (if applicable): _____

Co. Email: _____ Co. Phone No. _____

NM Gross Receipts Tax # (CRS): _____ Federal Tax ID #: _____

Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Authorized Signature: _____ Print or Type Name: _____

Signatory Email: _____ Phone No.: _____

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder’s name and address, the bid number, title, and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

NOTE: If you decide not to bid, do not return this document.

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

Village of Ruidoso
Purchasing Department
ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. Bidders can access active procurements at the following site:
<https://www.ruidoso-nm.gov/purchasing>
2. Complete bid documents as required by the ITB specifications and submit any required documentation, supporting materials, certificates, etc. in addition to bid documents.

Submitting Bids:

Hard copy submission delivered by US mail, courier, or in person to:

Village of Ruidoso, Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received, and time stamped at the above address until specified due date and local time.

It is the responsibility of the bidder to see that the bid arrives on time.

The Village of Ruidoso is a rural community. Be aware that some delivery services do not guarantee overnight priority delivery to the Village of Ruidoso. Overnight deliveries may not arrive by the submission deadline. Please plan accordingly.

Late submission of Bids WILL NOT BE ACCEPTED.

Bid Opening:

Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to “Terms and Conditions” as shown on the attached pages of this document and any additional bidding instructions or requirements. If you decide not to bid, do not return this ITB document.

Additional Bidder Information:

All resident businesses/contractors, and resident veteran business/contractors must have qualified and obtained preference certification from the NM Department of Taxation & Revenue prior to the deadline for receipt of bids. For the appropriate preference to be applied to any bid, there must be no federal funds involved in the procurement, and bidder must submit a copy of their preference certificate with their bid.

Business Preference Certification applications are available for download at:

[Business Preference Certification : Businesses \(newmexico.gov\)](#)

Technical Questions:

Contact the Village of Ruidoso Procurement Manager listed on the front page of this ITB.

I. SPECIFICATIONS, TERMS AND CONDITIONS

A. PURPOSE OF THIS INVITATION TO BID

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of ITB Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement) for the Village of Ruidoso (Village).

The Village is conducting a single award ITB for ITB Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications. It is anticipated that the awards under this ITB will result in a Contract that will be for the duration of the project. The award shall be made to the responsible offeror whose bid is the most advantageous to the Village.

B. SCOPE OF PROCUREMENT

The Village is seeking bids for ITB Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications as outlined in the Technical Specifications (Appendix J), attached and/or incorporated herein.

C. PROCUREMENT MANAGER

1. The Village of Ruidoso has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Procurement Manager
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345
Telephone: (575) 258-4343, Ext. 1082
Email: purchasing@ruidoso-nm.gov

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Procurement Manager
ITB Name: ITB #2023-007B Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)
Address: Village of Ruidoso, Purchasing Department,
313 Cree Meadows Dr, Ruidoso, NM 88345

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Bidders may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing by the protest deadline indicated in Section II., A. Sequence of Events, 9. Protest Deadline will be considered to have been submitted properly and in accordance with statute, rule, and this Invitation to Bid. Emailed protests will not be considered as properly submitted.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning Bidder’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this Invitation to Bid can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with the Village of Ruidoso.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy Bids contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bid.

“**Minor Technical Irregularities**” means anything in the Bid that does not affect the price quality and quantity or any other mandatory requirement.

“**Bidder**” is any person, corporation, or partnership who chooses to submit a Bid.

“**Procurement Manager**” means any person or designee authorized by the Village of Ruidoso to administer procurements and make written determinations with respect thereto.

“Procuring Agency” means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the Bid with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this ITB blacked out BUT NOT omitted or removed.

“Invitation to Bid (ITB)” means all documents, including those attached or incorporated by reference, used for soliciting Bids.

“Responsible Bidder” means a Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Invitation to Bid.

“Responsive Bid” or means a bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of an Invitation to Bid include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the Bid is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Village reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a Bid, the Bidder agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders’ company.

“Statement of Concurrence” means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Bidders Bid. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the Bid containing all complete information including any that the Bidder would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Village” or “VOR” means the Village of Ruidoso

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates - Time Frames
1. Issue ITB	VOR	December 30, 2022
2. Pre-Bid Conference	VOR	N/A
3. Acknowledgement Receipt Form (Appendix A)	Potential Bidders	January 11, 2023
4. Deadline to submit Questions	Potential Offerors	January 11, 2023
5. Response to Written Questions	Procurement Manager	January 12, 2023
6. Submission of Bid	Potential Offerors	January 19, 2023 @ 3:00 PM Local Time
7. Bid Evaluation	VOR	January 19, 2023 – January 26, 2023
8. Contract Awards	VOR/ Bidder	February 14, 2023
9. Protest Deadline	VOR	Close of Business, 15 Days after award date

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of ITB

This ITB is being issued on behalf of the Village of Ruidoso.

2. Acknowledgement of Receipt

Potential Bidders should hand deliver, return by facsimile, email the Procurement Manager or registered or certified mail the "Acknowledgement of Receipt of Invitation to Bid Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager as referenced in II A. Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the ITB, and the potential Bidder's organization name shall not appear on the distribution list.

3. Pre-Bid Conference

No Pre-Bid Conference will be held.

4. Deadline to Submit Written Questions

Potential Bidders may submit written questions to the Procurement Manager as to the intent or clarity of this ITB until Close of Business referenced in II., A. Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I., C. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Bidders whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Bidder's that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted to: www.ruidoso-nm.gov/purchasing

6. Submission of Bid

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN THE DATE AND TIME PROPOSED IN SECTION II., A. Sequence of Events. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I., C. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to ITB 2022-007B – Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications. Bids submitted by facsimile, or other electronic means will not be accepted.

Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified, together with the name of each bidder, will be recorded, and the record and each bid will be considered public record upon opening, pursuant to §13-1-107 NMAC 1978.

7. Bid Evaluation

The Village will perform the evaluation of Bids in regard to bidder responsibility and bid responsiveness to specifications. This process will take place as indicated in the sequence of events, depending upon the number of bids received.

8. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this ITB will be finalized with the most advantageous Bidder(s) as per the schedule in Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Village of Ruidoso or the Finance Director. In the event the successful bidder fails to deliver required bonds or other documents prior to award or a Notice to Proceed being issued, the Village reserves the right to finalize a contractual agreement with the next lowest responsible/responsive bidder(s) without undertaking a new procurement process.

9. Contract Awards

If applicable, the Village Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change

at the discretion of the Village of Ruidoso Purchasing Department. The contract(s) shall be awarded to the lowest responsible Bidder(s) submitting a responsive bid.

10. Protest Deadline

Any protest by a Bidder must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

The protest must be delivered to: Procurement Manager
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive, Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal Form (Appendix B).

2. Incurring Cost

Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any Bid or material submitted in response to this ITB shall be borne solely by the Bidder. Any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Village which may derive from this ITB. The Village will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Village awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Bids

A Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must

be clearly identified as such in the transmittal letter. The Village personnel will not merge, collate, or assemble Bid materials. Bid materials and all bids submitted shall be in a sealed envelope or package.

6. Bidder's Rights to Withdraw Bid

Bidders will be allowed to withdraw their bid at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request addressed to the Procurement Manager and signed by the Bidder's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

7. Bid Offer Firm

Responses to this ITB, including Bid prices for services, will be considered firm for sixty (60) days after the due date for receipt of Bids.

8. Disclosure of Bid Contents

A. Bids documents become public information at the time of opening. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for any material that is clearly marked "proprietary" or "confidential". The Procurement Manager will not disclose or make public any pages of a Bid on which the potential Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

B. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid.

C. Confidential data is restricted to:

1. confidential financial information concerning the Bidder's organization;
2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Village Purchasing Division or the Village shall examine the Bidder's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This ITB in no manner obligates the Village or any of its departments to the use of any Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the Village determines such action to be in the best interest of the Village.

11. Sufficient Appropriation

Any multi-term contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist following the first term. Such terminations will be affected by sending written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Village requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This ITB and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Bid

Only information supplied, in writing, by the Village through the Procurement Manager or in this ITB should be used as the basis for the preparation of a bid.

15. Contract Terms and Conditions

The contract between the Village and a contractor will follow the format specified by the Village and contain the terms and conditions set forth in the Sample Contract Appendix N. The contents of this ITB, as revised and/or supplemented, and the successful Bid, will be incorporated into and become part of any resultant contract.

The Village discourages exceptions from the contract terms and conditions as set forth in the ITB Sample Contract. Such exceptions may cause a Bid to be rejected as nonresponsive when, in the sole judgment of the Village, the Bid appears to be conditioned on the exception, or correction of what is deemed to be a deficiency.

Should a Bidder object to any of the terms and conditions as set forth in the ITB Sample Contract (APPENDIX N) strongly enough to propose alternate terms and conditions in spite of the above, the Bidder must propose specific alternative language. The Village may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Village and will result in disqualification of the Bid.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If a Bidder fails to propose any alternate terms and conditions during the procurement process (the ITB process prior to selection as successful Bidder), no proposed alternate terms and conditions will be considered later. Failure to propose alternate terms and conditions during the procurement process (the ITB process prior to selection as successful Bidder) is an explicit agreement by the Bidder that the contractual terms and conditions contained herein are accepted by the Bidder.

16. Bidder's Terms and Conditions

Bidders must submit with the Bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Village.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the ITB process prior to selection as a successful Bidder), will be discussed only between the Village and the Bidder selected and shall not be deemed an opportunity to amend the Bid.

18. Bidder Qualifications

The Village may make such investigations as necessary to determine the ability of the potential Bidder to adhere to the requirements specified within this ITB and reserves the right to reject the Bid of any potential Bidder who is determined not to be a Responsible Bidder or fails to submit a responsive bid as defined in NMSA 1978, § 13-1-82 and 13-1-84. Bidders must have required licensing and/or permitting from the United States Government, The State of New Mexico, and local jurisdictions.

Any Contractor bidding on a public works project shall be registered with the New Mexico Department of Workforce Solutions and shall provide proof of current registration. Except as otherwise provided in this subsection, in order to submit a bid valued at more than Sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public postsecondary educational institutions.

The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

19. Right to Waive Minor Irregularities

The Village reserves the right to waive minor irregularities. The Village also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Village.

20. Change in Contractor Representatives

The Village reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Village, adequately meeting the needs of the Village.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Village Rights

The Village reserves the right to accept or reject all bids, to award or reject any portion of a bid, and to determine the responsiveness of any bid and the responsibility of any bidder.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Bidders and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Bid or removal from the contract.

24. Ownership of Bids

All documents submitted in response to the ITB shall become property of the Village of Ruidoso.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Village's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this ITB

This ITB is being made available by electronic means. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the Village, the Bidder acknowledges that the version maintained by the Village shall govern. Please refer to: <https://www.ruidoso-nm.gov/purchasing>

28. Wage Rates

The successful Bidder will be required to abide by the New Mexico Department of Workforce Solutions Wage Rates (Appendix M).

III. RESPONSE CONTENT, FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidders shall submit only one Bid in response to this ITB.

B. NUMBER OF ORIGINALS/COPIES

Bidder shall submit the following:

1. One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the Bid. ORIGINAL and COPY shall be in separate binders or otherwise bound or secured separately. **The electronic version/copy can NOT be emailed.**

Bids containing confidential information **must** be submitted as two separate documents plainly marked as “unredacted” and “redacted”:

- **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted Bid, the Original hard copy shall govern.
 3. Bid must be clearly labeled and numbered and indexed as outlined in **Section III. C. Bid Format**. All bids must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:
 - a) Bidder’s name and address
 - b) Bid number and title
 - c) Date and time of Bid opening

Any Bid that does not adhere to the requirements of this Section and **Section III., C. 1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. BID FORMAT, CONTENT AND ORGINAZATION

All Bids must be submitted as follows:

1. Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders or otherwise bound or secured on the right hand side, with tabs delineating each section.
2. Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal.
3. The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
 - a) Signed Cover Page of this ITB
 - b) Signed Letter of Transmittal Form (Appendix B)

- c) Completed Cost Proposal (Appendix C)
- d) Other Supporting Material (if applicable)
- e) Options, Exceptions, or Variations (Appendix D)
- f) Affidavit of Non-Collusion (Appendix E)
- g) New Mexico Preference Certificate (Appendix F)
- h) Compliance with Regulatory Agencies (Appendix G)
- i) Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix H)
- j) Campaign Contribution Disclosure Form (Appendix I)
- k) Executed Bid Bond (Appendix K)
- l) Bidder Schedule, Materials & Equipment (Appendix L)

Within each section of the Bid, Bidders should address the items in the order indicated above. All Bid Forms provided in this ITB must be thoroughly completed and included in the appropriate section of the Bid. Failure to include all required forms may result in the bid being deemed non-responsive.

The Bid Summary may be included to provide an overview of the Bid, however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Bid.

IV. SPECIFICATIONS

A. Signed Cover Page of ITB

Bidder must complete and sign the Cover Page for Bid to be valid

B. Letter of Transmittal Form (Appendix B)

Bid must be accompanied by the Letter of Transmittal Form (Appendix B) which must be completed and signed by an individual person authorized to obligate the company.

C. Cost Proposal (Appendix C)

Bidders must complete the Cost Proposal. Cost will be measured by the total of the unit costs on the Cost Proposal plus any additional charges. Additional charges listed must be justified and evidence of need documented in the Bid.

D. Options, Exceptions, or Variations (Appendix D)

Bidder must complete and sign the Options, Exceptions, or Variations Form. Select the applicable option and provide details indicated on form if necessary.

E. Affidavit of Non-Collusion (Appendix E)

Bid must be accompanied by the Affidavit of Non-Collusion (Appendix E) which must be completed and signed to certify the Contractor has not, either directly or indirectly entered into an action in restraint of free competitive bidding in connection with this offer.

F. New Mexico Preference Certificate (Appendix F)

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Bidders must include a copy of their preference certificate with their Bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Resident Business Preference

A copy of the certification must accompany your Bid.

B. New Mexico Resident Veteran Business Preference

A copy of the certification must accompany your Bid and disclosure of the company's most recent past year gross receipts revenue is required on the appropriate bid form.

The Village shall not award a business both a resident business preference a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this ITB includes federal funds.

If the Bidder has provided a copy of their valid NM Resident Business Certificate preference will be given as follows:

1. For a Resident Business, bid will be considered at 8% less than the bid price
2. For a Resident Veteran Business, bid will be considered a 10% less than bid price.

G. Compliance with Regulatory Agencies (Appendix G)

Bid must be accompanied by the Compliance with Regulatory Agencies Form which must be completed and signed to certify the Contractor is in compliance.

H. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix H)

1. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose in their bid whether the Contractor, or any principal of the Contractor's company:
 - a. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state New Mexico or local public body;
 - b. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - i. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - ii. violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - c. is presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - d. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:

- i. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - e. have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state of New Mexico or local public body.)
- 2. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- 3. The Contractor shall provide immediate written notice to the Village Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- 4. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Bidder nonresponsive.
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- 6. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Village Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Purchasing Agent or the Village Finance Director may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Purchasing Agent or Village Finance Director.

I. Campaign Contribution Disclosure Form (Appendix I)

Bidder must complete, sign and return the Campaign Contribution Disclosure Form as part of their Bid. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Mayor and Village Councilors or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

J. Bid Bond (Appendix K)

A bid bond in the amount of five percent (5%) of the total bid price is required to be submitted with the bid. Such bond shall be provided by a surety company authorized to do business in New Mexico, or otherwise supplied in a form satisfactory to the Village of Ruidoso (shall be approved by the Village prior to bid opening if to be provided by other than an authorized surety company).

K. Bidder Schedule, Materials & Equipment (Appendix L)

Bidder must complete, sign and return the Bidder Schedule, Materials & Equipment Form.

V. EVALUATION PROCESS AND AWARD

1. No bid may be amended after opening.
2. Bids will be reviewed for compliance with, and responsiveness to, all requirements and specifications stated within this ITB. Bids deemed non-responsive will be eliminated from further consideration.
3. The Procurement Manager may contact the Bidder for clarification of the response if necessary. The Village reserves the right to waive technical irregularities in the form of the bid of the low bidder which do not alter the price, quality or quantity of the services offered pursuant to §13-1-132, NMSA 1978.
4. The Village may use other sources to determine bidder responsibility as specified in this ITB, section IV.B.1.
5. Award will be made to the responsible bidder submitting the lowest responsive bid.

ITB #2023-010B

Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX N.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by **January 11, 2023**. Only potential Bidders who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Bidder written questions and the written responses to those questions as well as ITB addenda, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Bid.

Firm does/does not (circle one) intend to respond to this Request for Bid.

Return completed form to:

Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1016

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB#: 2023-010B Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

Bidder Name: _____ FED ID#: _____

NM License Number: _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number (DWS#): _____

Resident Contractor's Preference Number: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Bid:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

3. For the person authorized by the organization to negotiate on behalf of this Bid:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Bid:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR	WORK TO BE DONE
(If no subcontractors are to be used, put “N/A”)	

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract (if any.)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

___ I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Authorized Signature
(Must be signed by the person identified in item #2, above.)

Date

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

APPENDIX C – COST PROPOSAL

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

VILLAGE OF RUIDOSO

**WELL H-1979-S3 MODIFICATIONS AND PUMP REINSTALLATION,
AND
WELL H-1979-S13 MODIFICATIONS, CLEAN OUT, AND PUMPING TEST**

COST PROPOSAL FOR H-1979-S3 (also known as River Well)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	project mobilization/demobilization (both wells)	LS	1		
2	remove existing pitless adaptor and surface casing	LS	1		
3	ream borehole to 20-in. diameter for surface casing to 57 ft	LS	1		
4	provide and install 57 ft of 14-in. surface casing and annular seal	LS	1		
5	ream out existing borehole, PVC casing and screen, and annular materials to 12.75-in. diameter	LF	543		
6	supply and install 8.625-in. Type 304L stainless-steel blank production casing	LF	302		
7	supply and install 8.625-in. Type 304L stainless steel mill-slotted screen with bull-nose end cap	LF	300		
8	supply and install 3/8-in. gravel pack	LF	595		
9	development by air-lift pumping	HR	6		
10	supply and install 14-in. pitless adaptor and connection to distribution system	LS	1		
11	disinfection	LS	1		
12	supply and install 3-in. T&C schedule 40 steel drop-pipe, and additional electrical wire for pump	LF	120		
13	install Owner's pump to 540 ft and connect to existing pump controls	LS	1		
14	disposal of cuttings, PVC, and annular materials	LS	1		
15	water-quality analysis	LS	1		
16	video survey	LS	1		
	subtotal (1-16)				

SUB-TOTAL OF BASE BID FOR **H-1979-S3** \$ _____

NEW MEXICO GROSS-RECEIPTS TAX @ 8.3125 % \$ _____

TOTAL OF BASE BID FOR **H-1979-S3** \$ _____

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

VILLAGE OF RUIDOSO
WELL H-1979-S3 MODIFICATIONS AND PUMP REINSTALLATION,
AND
WELL H-1979-S13 MODIFICATIONS, CLEAN OUT, AND PUMPING TEST

ADDITIVE ALTERNATE A COST PROPOSAL H-1979-S3 (also known as River Well)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A	Perform wash-over by drilling borehole around existing surface casing at H-1979-S3	LS	1		
	subtotal (A)				

SUB-TOTAL ADDITIVE ALTERNATE A BID **H-1979-S3** \$ _____

NEW MEXICO GROSS-RECEIPTS TAX @ 8.3125 % \$ _____

TOTAL ADDITIVE ALTERNATE A BID **H-1979-S3** \$ _____

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

VILLAGE OF RUIDOSO
WELL H-1979-S3 MODIFICATIONS AND PUMP REINSTALLATION,
AND
WELL H-1979-S13 MODIFICATIONS, CLEAN OUT, AND PUMPING TEST

ADDITIVE ALTERNATE B COST PROPOSAL H-1979-S3 (also known as River Well)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	project mobilization/demobilization (both wells)	LS	1		
2	remove existing pitless adaptor and surface casing	LS	1		
3	ream borehole to 20-in. diameter for surface casing to 57 ft	LS	1		
4	provide and install 57 ft of 14-in. surface casing and annular seals	LS	1		
5	ream out existing borehole, PVC casing and screen, and annular materials to 12.75-in. diameter	LF	543		
6	drill 12.75-in. diameter borehole from 600 to 1,000 ft	LF	400		
7	supply and install 8.625-in. Type 304L stainless steel blank production casing	LF	302		
8	supply and install 8.625-in. Type 304L stainless steel mill-slotted screen with bull-nose end cap	LF	700		
9	supply and install 3/8-in. gravel pack	LF	995		
10	development by air-lift pumping	HR	10		
11	supply and install pitless adaptor and connection to distribution system	LS	1		
12	disinfection	LS	1		
13	supply and install 3-in. T&C schedule 40 steel drop-pipe	LF	380		
14	supply and install electrical wire for pump setting of 800 ft	LF	840		
15	install Owner's pump to 800 ft and connect to existing pump controls	LS	1		
16	disposal of cuttings, PVC, and annular materials	LS	1		
17	water-quality analysis	LS	1		
18	video survey	LS	1		
	subtotal Additive Alternate B (1-18)				

SUB-TOTAL ADDITIVE ALTERNATE B BID **H-1979-S3** \$ _____

NEW MEXICO GROSS-RECEIPTS TAX @ 8.3125 % \$ _____

TOTAL ADDITIVE ALTERNATE B BID **H-1979-S3** \$ _____

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

VILLAGE OF RUIDOSO
WELL H-1979-S3 MODIFICATIONS AND PUMP REINSTALLATION,
AND
WELL H-1979-S13 MODIFICATIONS, CLEAN OUT, AND PUMPING TEST

ADDITIVE ALTERNATE C COST PROPOSAL H-1979-S13

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
C	Perform wash-over by drilling borehole around existing surface casing at H-1979-S13	LS	1		
	subtotal (C)				

SUB-TOTAL ADDITIVE ALTERNATE C BID FOR **H-1979-S13** \$ _____

NEW MEXICO GROSS-RECEIPTS TAX @ 8.3125 % \$ _____

TOTAL ADDITIVE ALTERNATE C BID FOR **H-1979-S13** \$ _____

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2023-007B" and include with bid.

_____ THERE **ARE NO** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.

Signature

Printed Name and Title

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers. directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.

Authorized Signature

Date

Printed Name

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

_____ (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran’s preference to this formal request for bids process:

Please check one box only:

- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects?
Yes No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years?
Yes No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? Yes No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name _____ Title _____

Signature _____ Date _____

APPENDIX H- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this bid been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

APPENDIX I- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state Village or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

ITB #2023-010B

Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

“Pendency of the procurement process” means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX J – TECHNICAL SPECIFICATIONS

(Blank to next page)

FINAL

TECHNICAL SPECIFICATIONS

VILLAGE OF RUIDOSO

**WELL H-1979-S3 MODIFICATIONS AND
PUMP REINSTALLATION,
AND
WELL H-1979-S13 MODIFICATIONS,
CLEAN OUT, AND PUMPING TEST**

OCTOBER 2022



CONTENTS

page

COST PROPOSAL FOR H-1979-S3 (also known as River Well)
 COST PROPOSAL FOR H-1979-S13
 ADDITIVE ALTERNATE A COST PROPOSAL H-1979-S3 (also known as River Well)
 ADDITIVE ALTERNATE B COST PROPOSAL H-1979-S3 (also known as River Well).....
 ADDITIVE ALTERNATE C COST PROPOSAL H-1979-S13.....
 CONTENTS..... ii
 PART 1 GENERAL..... 1
 1.01 LOCATION AND GENERAL INFORMATION..... 1
 1.02 SCOPE OF WORK SUMMARY 1
 1.03 H-1979-S3 BACKGROUND..... 2
 1.04 H-1979-S13 BACKGROUND..... 3
 1.05 GENERAL GEOLOGY..... 3
 1.06 GENERAL..... 3
 1.07 PERMITTING 4
 1.08 SCHEDULE..... 4
 1.09 SUBMITTALS 4
 1.10 HEALTH AND SAFETY 6
 1.11 NOISE CONTROL REQUIREMENTS 6
 1.12 SANITARY FACILITIES 6
 1.13 SECURITY 7
 1.14 REQUIRED WORK STOPPAGES..... 7
 1.15 CONTRACTOR COMMUNICATION..... 7
 1.16 GENERAL CONTRACTOR REQUIREMENTS 7
 PART 2 PRODUCTS 8
 2.01 PRODUCT REQUIREMENTS 8
 2.02 WATER SUPPLY 8
 2.03 CIRCULATING MEDIA 8
 2.04 CASING AND SCREEN..... 8
 2.05 ANNULAR SEAL 9
 2.06 GRAVEL PACK..... 9
 2.07 PITLESS ADAPTOR FOR H-1979-S3..... 9
 2.08 DROP-PIPE, CHECK VALVES, AND SOUNDING TUBE 9
 2.09 SUBMERSIBLE PUMP WIRE 10
 2.10 CHLORINE FOR DISINFECTION 10
 2.11 VIDEO CAMERA 10
 2.12 TEST PUMP FOR H-1979-S13 DEVELOPMENT AND PUMPING TEST 10
 2.13 METAL CAP FOR H-1979-S13 AND SOUNDING PORT 10
 2.14 RESEEDING 10

PART 3 EXECUTION 11

 3.01 DRILLING METHODS 11

 3.02 WATER SUPPLY 11

 3.03 DRILLER'S LOG AND RECORDS 11

 3.04 PIPE TALLIES 12

 3.05 REMOVAL OF EXISTING SURFACE CASING 12

 3.06 WASH-OVER DRILLING (ADDITIVE ALTERNATES A and C)..... 12

 3.07 DRILLING FOR INSTALLATION OF NEW SURFACE CASING..... 12

 3.08 INSTALLATION OF NEW SURFACE CASING 13

 3.09 INSTALLATION OF ANNULAR SEAL FOR SURFACE CASING 13

 3.10 DRILLING OUT PVC CASING AND ANNULAR MATERIALS AT H-1979-S3.. 13

 3.11 WELL CONSTRUCTION..... 14

 3.12 AIR-LIFT PUMPING DEVELOPMENT AT H-1979-S3 14

 3.13 DISINFECTION H-1979-S3 14

 3.14 PITLESS ADAPTOR, OWNER’S PUMP, AND CONNECTIONS H-1979-S3..... 15

 3.15 CLEANING OUT H-1979-S13 15

 3.16 DEVELOPMENT AND TEST PUMPING H-1979-S13 16

 3.17 WATER-QUALITY TESTING..... 16

 3.18 WELL VIDEO SURVEYS..... 20

 3.19 SITE CLEANUP..... 20

PART 4 PAYMENT 21

 4.01 MEASUREMENT AND PAYMENT 21

 4.02 MEASUREMENT 21

 4.03 PAYMENT 25

ILLUSTRATIONS 28

APPENDIX 1..... 33

APPENDIX 2..... 36

**TECHNICAL SPECIFICATIONS
VILLAGE OF RUIDOSO
WELL H-1979-S3 MODIFICATIONS AND PUMP REINSTALLATION,
AND WELL H-1979-S13 CLEAN OUT AND PUMPING TEST**

OCTOBER 2022

PART 1 GENERAL

1.01 LOCATION AND GENERAL INFORMATION

- A. Well H-1979-S3 (known as River Well) and Well H-1979-S13 are located on land owned by the Village of Ruidoso (Village), New Mexico. The well locations are shown on Figure 1. Proposed completion diagrams are included as Figures 2 and 3, and original New Mexico Office of State Engineer (NMOSE) Well records for each can be found in Appendices 1 and 2.
- B. For this project, John Shomaker and Associates, Inc. (JSAI) is intended, designated, and defined as the Project Representative where referred to in these technical specifications. This includes any or all JSAI employees, owners, or other personnel as may be designated by JSAI or the Village. Village of Ruidoso employees, representatives, or contractors shall be referred to as the Village or Owner in these technical specifications.
- C. Information provided in these technical specifications is for the use of the Contractor in preparing for anticipated work to be performed including drilling conditions and possible equipment needed for successfully completing the project. The Village and Project Representative make no representation as to the accuracy of the logs, reports, or information provided herein or that they are necessarily indicative of the wells or hydrogeologic conditions at the project locations.

1.02 SCOPE OF WORK SUMMARY

- A. The work includes the furnishing of all labor, material, transportation, tools, supplies, plant, equipment, and appurtenances necessary to complete the project objectives for each well including but not limited to the following:
- B. H-1979-S3 summary of scope of work
 - a. mobilize and demobilize all equipment and personnel to complete the work
 - b. remove the existing pitless adaptor and 8-in. nominal diameter steel surface casing
 - c. ream the borehole to 20-in. diameter to 57 ft below ground level (bgl)
 - d. install 57 ft (below ground surface) of new 14-in. diameter surface casing, and install bentonite and cement annular seal
 - e. ream out the PVC well casing and screen and annular materials to 600 ft to a borehole diameter of 12.75 in.
 - f. install 8-in. nominal stainless-steel casing and screen, and gravel pack
 - g. perform well development by air-lift pumping
 - h. install 14-in. diameter pitless adaptor and spool
 - i. disinfect well
 - j. install Owner's pump and complete all piping and electrical connections

- k. water-quality analysis
 - l. connect to water distribution system
 - m. perform video survey
 - n. Additive Alternate B for the project will be to drill new 12.75-in. borehole below 600 ft to a depth of 1,000 ft, complete well, and set owners pump to 800 ft., upon request and approval from Owner
- C. H-1979-S13 summary of scope of work
- a. remove existing 8-in. surface casing
 - b. ream the borehole to 20-in. diameter to 57 ft bgl
 - c. install 57 ft (below ground surface) of new 14-in. diameter surface casing, and install bentonite and cement annular seal
 - d. clean out existing borehole to 700 ft
 - e. install submersible pump for developing and testing well and perform pumping test
 - f. water-quality analysis
 - g. remove test pump
 - h. video survey
 - i. secure wellhead with steel plate welded to 20-in. casing.
- D. All work associated with the project will be based on unit prices per the Contractor bid. The work shall be completed in strict accordance with the specifications and drawings and in conformance with NMOSE Rules and Regulations.

1.03 H-1979-S3 BACKGROUND

- A. The well was drilled under NMOSE permit H-2528-Expl-3 and was subsequently permitted as H-1979-S3. The NMOSE Well Record indicates the well was completed with 8-in. steel casing to a depth of 21 ft, 5-in. blank PVC casing from ground surface to 475 ft, and PVC screen from 475 to 555 ft. Total well depth was reported at 600 ft. Non-pumping depth to water is about 50 ft.
- B. A 2022 well video survey ends in what appears to be sediment at a depth of about 448 ft. Clean out work attempted using reverse air-lift pumping after the 2022 well video resulted in the removal of several large rocks, but was unable to clean out the well, indicating the well collapsed.
- C. No deviation surveys are known to exist for the well, but it is likely the borehole is neither straight nor plumb.
- D. Access to the site is very limited, and a relatively small rotary rig will be needed to perform the work. The workspace is narrow and it is not possible to place equipment side to side.
- E. The site is located about 50 ft south of Eagle Creek.
- F. No pump is currently installed in the well. The Owner's pump is a 15-hp Grundfos 85S150, with a 460-volt, 3-phase motor. Drop-pipe is 3-in. steel and there are 20-21 ft joints on-site.
- G. The following documents are appended. Other documents may be available.
- a. May 1996 Well Record filed with the NMOSE

1.04 H-1979-S13 BACKGROUND

- A. The well was drilled under NMOSE permit H-3055 (1) and was subsequently permitted as H-1979-S13. There is some confusion regarding the original well permit number because two exploratory wells were drilled under the same permit number in 2000. It appears the well was completed to a depth of 700 ft, with a 6-in. open-borehole completion. An unknown length of surface casing may be present, and is expected to extend to about 20 ft based on other exploratory wells drilled by Statewide Drilling around this time. There is no production casing. Non-pumping depth to water is about 35 ft.
- B. Currently, the well is open to a depth of about 39 ft. The NMOSE Well Record indicates that the well was backfilled with cuttings; however, it is unknown if the well collapsed, or if the well was actually backfilled with cuttings. No pump is in the well.
- C. No deviation survey is available for the well. It is likely the well is neither straight nor plumb.
- D. The following documents are appended. Other documents may be available.
 - a. February 2000 Well Record filed with the NMOSE

1.05 GENERAL GEOLOGY

- A. Geology at the sites is variable and may include alluvium and the underlying Sierra Blanca volcanic rocks. It is possible that shale and sandstone are present. The Village and Project Representative make no representation as to the actual units that are present or that will be drilled, or depths that the units are present; the Contractor shall perform, and rely upon, the Contractor's own interpretation of the geologic setting for the locations.

1.06 GENERAL

- A. The Contractor must be a licensed well driller in the State of New Mexico, and shall perform the work according to the specifications and NMOSE Rules and Regulations Governing Drilling of Wells and Appropriation and Use of Ground Water in New Mexico, including submission of Well Record forms to the NMOSE and the Project Representative within 30 days of completion of work.
- B. Minor variations in methods proposed herein shall not be considered additional services beyond the scope of the project specifications.
- C. No "hard rock," "impenetrable formation," "slow penetration," "lost circulation" or other such terms and related claims shall apply to this project.
- D. Contractor shall prevent damage to all structures, roads, or other operations during the progress of all work, and shall remove from the location all debris and unused materials. Upon completion of the work, Contractor shall restore the site to a condition as near to the original condition as possible.
- E. Drilled out cuttings, PVC, and annular materials from H-1979-S3 shall be hauled off and disposed of in accordance with applicable State and County regulations.

- F. Drill cuttings from H-1979-S13 may be disposed of on-site if spread out in a layer not to exceed 3 in. thick.
- G. Water produced during drilling and development of H-1979-S3 shall be transferred to the approved area on land owned by the Village approximately 550 ft southeast of the site. It is the Contractor's responsibility to provide storage tanks, pumps, and any other required equipment, fuel, and maintenance to convey the water to the approved location.
- H. Water produced during drilling, development, and testing of H-1979-S13 shall be transferred to the approved area on land owned by the Village approximately 100 ft from the site.
- I. Contractor must install berms to contain water at the approved locations. No cuttings or PVC may be discharged to the approved water discharge site. If "foam" or "soap" is used during drilling a defoamer shall be added prior to discharging to the approved locations. No water, "soap", "foam", fluid, cuttings, or PVC shall be allowed to enter Eagle Creek or leave the approved discharge location.
- J. Prior to drilling and related work, the Contractor shall place plastic sheeting below all equipment and the sheeting shall be bermed up on all sides to contain any fluid leaks or spills. Fluid leaks and spills shall be removed daily from the sheeting and disposed of in accordance with State and Federal regulations at the Contractor's expense. Work shall not begin until such time that the plastic sheeting is in place as specified. Work shall immediately cease if Contractor does not clean up spills and leaks.

1.07 PERMITTING

- A. The work will be performed under NMOSE Repair and Deepen Permits that will be acquired by the Village. The Village will provide a copy of the permits to the Contractor upon issuing Notice to Proceed.

1.08 SCHEDULE

- A. Within 10 days after award of contract, the Contractor shall submit to the Village and Project Representative a schedule of work, presenting proposed completion dates of activities listed in Section **1.02 SCOPE OF WORK**. The Contractor shall submit revised schedules with each Application for Payment throughout the project, including identifying changes since the previous version of the schedule. The methods or combination of methods to be utilized shall be adequate, as determined by the Village, Engineer, and Project Representative, to meet the completion schedule for the work.
- B. No unnecessary delays or work stoppages will be accepted.

1.09 SUBMITTALS

- A. **With the bid, the Contractor shall submit** a complete list of equipment that the Contractor proposes to use on the work and a description of the methods by which the Contractor proposes to perform the work. If the Contractor fails to submit, or if the equipment and proposed methods do not meet the approval of the Village, Engineer, and Project Representative, the Village reserves the

right to reject the bid as non-responsive. Other methods, equipment, or instruments shall not be substituted for the approved methods and equipment. The listed equipment shall be available for the work when scheduled. **The Contractor shall submit the following items with the bid:**

1. Schedule
 - a) Earliest available start date and estimated time to complete the work.
2. NSF 60 and NSF 61 Documentation for Materials
 - a) casing
 - b) pitless adaptor
 - c) bentonite seal
 - d) drilling additives
 - e) chlorine
3. Drilling Rig and Related Equipment
 - a) rated hook load and safe load
 - b) mast height
 - c) available rotary table horsepower, or drilling torque of top head
 - d) available draw works horsepower
 - e) rated capacity of air-compressor(s) and booster(s) (for drilling and development)
 - f) total available rig horsepower
 - g) capacity of casing jacks for removing existing surface casing
 - h) type(s) of bits and diameters
 - i) number, diameters, lengths, and weights of drill collars
 - j) size and weight of drill pipe
 - k) inside diameter (ID) of pipe for reverse air-lift pumping (if applicable)
 - l) diameter of eductor pipe for reverse air-lift pumping (if applicable)

B. Submittals that are required throughout the project include the following:

1. Health and Safety Plan (prior to beginning the project).
2. Mill certifications for all casing, and screen.
3. Specifications for 3-in. threaded and coupled drop pipe, and couplings.
4. Submersible pump wire size and water proof connections.
5. NSF 61 certification for blank production casing and screen.
6. NSF 60 certification for disinfection chemicals.
7. Gravel pack sample, and chemical analysis
8. Pitless adaptor
9. Well Records submitted to NMOSE (provide NMOSE time-stamped copy to Owner and Project Representative)
10. Daily Project Report Summary

1.10 HEALTH AND SAFETY

- A. The Contractor shall be responsible for all health and safety issues at the sites and shall make sure all personnel working at the sites have, and use, appropriate personal protective equipment, and that all appropriate safety devices for equipment are properly installed and functioning. At least 7 calendar days before mobilizing at the site, the Contractor shall submit a Health and Safety Plan for the project for completing daily activities.
- B. At minimum, all personnel working at or visiting the site shall wear the personal protective equipment listed below at all times. The Contractor shall also use other safety equipment deemed necessary throughout the project.
1. hard hat
 2. steel-toe boots
 3. safety glasses
 4. hearing protection
 5. protection equipment for chlorination
- C. Contractor shall inspect the sites for the presence of overhead and underground utilities, and shall be satisfied in regard to their existence and locations prior to submitting the bid. Contractor shall contact New Mexico 811, the Village, and other appropriate entities to have utilities spotted prior to beginning any subsurface work. A safe distance shall be maintained between equipment and materials and power lines at all times.
- D. Contractor shall ensure that the Contractor's personnel are properly trained in the use and application of appropriate safety equipment.
- E. The Contractor shall provide temporary fencing, caution signs, or barricades as necessary to ensure the safety of personnel at the site, as well as people and wildlife adjacent to, or passing by and through, the site. Contractor's costs associated with providing these necessities are considered incidental to the project, and no separate payment will be made.

1.11 NOISE CONTROL REQUIREMENTS

- A. Noise control, such as sound blankets or reduced working hours, will not be required.
- B. Contractor shall have in place high-efficiency mufflers on all engines used on the drilling rig and ancillary equipment, including but not limited to, air compressors, light plants, generators, and pumps.
- C. Noise-control requirements are incidental to the project, and no separate payment will be made for noise-control measures.

1.12 SANITARY FACILITIES

- A. The Contractor shall provide and maintain portable sanitary toilet facilities at the work site for the duration of the project. Facilities shall be maintained at regular intervals. Contractor's costs associated with providing and maintaining sanitary toilet facilities are considered incidental to the project, and no separate payment will be made. Sanitary facilities must be placed a minimum of 100 ft from all drinking water wells and Eagle Creek.

1.13 SECURITY

- A. The Contractor shall be responsible for site security of materials, equipment, and protection of the borehole and well. The Village and Project Representative cannot be held responsible for security or protection of the borehole or well.
- B. The Contractor must protect the borehole and well from the entry of undesirable fluids and materials at all times. Any time the site is unoccupied by the Contractor, the borehole or well shall be covered and secured against tampering.

1.14 REQUIRED WORK STOPPAGES

- A. In the event that the Contractor does not comply with the Technical Specifications or any portion of the contract documents for this project, the Contractor will be issued a Stop Work Order. Contractor will not be paid for any work, materials, supplies, stand-by time, rig-rate, per-diem, or any other item during the period for which the Stop Work Order is in effect.

1.15 CONTRACTOR COMMUNICATION

- A. Representatives of the Village including Village Staff and employees, and the Village's Project Representative, will be on-site during the majority of work performed to document hydrogeologic conditions, and Contractor's compliance with the Technical Specifications.
- B. The Contractor shall provide a hospitable working environment, including, but not limited to, a clean, safe, work site, and communicating with Village staff and employees and the Project Representative in a non-hostile or threatening manner.
- C. Village Staff or employees and the Village's Project Representative may request verbal or written information from the Contractor. The Contractor shall provide such information in a non-hostile and timely manner.
- D. Any owner, employee, or subcontractor of the Contractor that provides a hostile work environment, communicates with the Village or Project Representative in a hostile or combative manner, as solely determined by the Village or Project Representative, shall be required to immediately leave the site and shall not return to site for the remainder of the project. The decision to remove an owner or employee of the Contractor, or subcontractor of the Contractor shall be made solely by the Project Representative, or the Village.

1.16 GENERAL CONTRACTOR REQUIREMENTS

- A. The Contractor shall employ only competent workers for the execution of the work, which shall be under the direct supervision of an experienced driller. The competency of the workers and superintendent shall be subject to the discretion of the Village and Project Representative.
- B. A minimum personnel crew of two (2) workers is required for all work associated with this project. No work shall be performed unless the minimum crew is present.
- C. No unnecessary delays or work stoppages will be tolerated, or accepted.

PART 2 PRODUCTS

2.01 PRODUCT REQUIREMENTS

- A. All downhole materials and additives including casing, annular seals, drilling fluids, and chlorine shall be NSF 60 and NSF 61 approved, as applicable to the material.
- B. Drilling fluid and additives shall be such that they do not impart any toxic substances to the well or promote bacterial growth or contamination.

2.02 WATER SUPPLY

- A. The Contractor will have to haul water to the sites. The nearest water supply is a hydrant adjacent to the Alto Water Treatment Plant. The hydrant is approximately 1.1 miles from H-1979-S3 and 1.8 miles from H-1979-S13.
- B. If the water is obtained from the Village, the cost for the permit is \$250.00 and the rate per 1,000 gallons is \$7.59. All water shall be metered using a meter approved by the Village.
- C. All water used for the project shall be from a potable supply.

2.03 CIRCULATING MEDIA

- A. Drilling may be performed using direct or reverse air-rotary methods as may be deemed appropriate by the Contractor with NSF-approved polymers. Contractor shall provide an adequate number of compressors, and boosters as may be needed, of sufficient size and capacity to perform the work as specified.

2.04 CASING AND SCREEN

- A. All casing shall be new and free of rust, pits, or other defects. Well casing and screen shall be supplied in minimum lengths of 20 ft.
- B. Surface Casing (Both Wells):
 - 1. Surface casing shall be new 14-in. outside diameter (OD) mild-steel pipe casing conforming to ASTM A-53 Grade B specifications, having a minimum wall thickness of 0.25 in.
 - 2. Surface casing end finish shall be plain end beveled or supplied with weld collars for joining by welding.
- C. Blank Casing:
 - 1. Casing shall be NSF 61 certified.
 - 2. Blank production casing shall be new 8.625-in. OD, Type 304L stainless-steel casing, having a minimum wall thickness of 0.25 in.
 - 3. Casing end finish shall be plain end beveled.

D. Screen:

1. Screen shall be NSF 61 certified.
2. Screen shall be new mill-slotted 8.625-in. OD, Type 304L stainless-steel casing, having a minimum wall thickness of 0.25-in.
3. Slot openings shall be 0.16-in. wide (3/16"). Screen shall have a minimum open area of 20 square inches per foot.
4. Casing end finish shall be plain end beveled.

E. Bull Nose End Cap:

1. Bull nose end cap shall be new 8.625-in. OD Type 304L stainless steel.

2.05 ANNULAR SEAL

- A. Bentonite pellets shall be 1/4-in. diameter or smaller, certified NSF 60.
- B. Neat cement grout density shall be at least 16 lbs/gal. Grout shall consist of a mixture of Portland cement meeting the requirements of ASTM C-150, Type II.

2.06 GRAVEL PACK

- A. The gravel pack shall be both round and spherical with a cumulative composition of not less than 97-percent silica (SiO₂). The gravel pack shall be composed of sound, durable, well-rounded particles, free from organic matter, silt, clay, or other deleterious materials. The gravel shall be washed and dried at the production facility.
- B. Gravel shall be 3/8-in. and shall not pass through the screen openings.

2.07 PITLESS ADAPTOR FOR H-1979-S3

- A. Pitless adaptor shall be 14-in. shall be NSF 61 certified manufactured by Monitor Baker Water Systems or approved equal. Pitless shall be designed to accept the Owner's existing 3-in. drop-pipe. Contractor shall verify diameter of Owner's drop-pipe before ordering pitless unit.
- B. Discharge outlet shall be 3-in. Discharge bury depth shall be 4 ft below pre-construction grade.

2.08 DROP-PIPE, CHECK VALVES, AND SOUNDING TUBE

- A. Drop-pipe shall be 3-in. threaded and coupled, schedule 40 steel pipe.
- B. Check valves shall be 3-in. and installed throughout the drop-pipe at 200 and 400 ft below ground surface.
- C. If the Village accepts the Additive Alternate B to complete the well to 1,000 ft, check valves shall be 3-in. and installed throughout the drop-pipe at 200, 400, and 600 ft below ground surface
- D. Sounding tube shall be 1.66-in. OD schedule 40 PVC (nominal 1.25-in.), with flush threaded joints, or threaded and coupled joints.

2.09 SUBMERSIBLE PUMP WIRE

- A. Submersible pump wire shall be minimum 10-3 flat wire.
- B. If the Village accepts the Additive Alternate B to complete the well to 1,000 ft, Contractor shall provide a submittal for proposed wire size recommended for the Owner's pump and pump setting of 800 ft.

2.10 CHLORINE FOR DISINFECTION

- A. Chlorine used for all disinfection must conform to NSF 60 and must comply with ANSI/AWWA B300-current version. Chlorine used for disinfection during gravel packing may be calcium hypochlorite or sodium hypochlorite.

2.11 VIDEO CAMERA

- A. The camera equipment shall provide a color image and have a wide-angle (fish-eye) lens directed downward, and shall also include right-angle (side-scan) capability. The camera depth, in feet below ground surface, shall be displayed at all times. Camera lens shall be in good condition and provide a clear image throughout the survey. Lens and housings shall not be scratched or otherwise damaged, nor have condensation in them.

2.12 TEST PUMP FOR H-1979-S13 DEVELOPMENT AND PUMPING TEST

- A. Approximately 100 ft of pipe or hose, pumps, and all necessary fittings to convey the development and test pumping water to the approved location. Discharge pipe/hose shall be large enough to keep friction loss to a minimum.
- B. Provide test pump, flow meter, valve, backpressure gage, power plant (including fuel and maintenance), sampling spigot, 1.25-in. PVC sounding tube, and all other equipment needed for performing the work. Butterfly valves will not be allowed for controlling flow during pumping.
- C. The test pump shall be capable of producing at rates ranging from 30 to 60 gallons per minute (gpm) from a head of 500 ft with a pump setting of 560 ft below ground level (bgl).
- D. Pump and drop-pipe shall not contain scale, nodules, or evidence of biofouling materials inside or outside.

2.13 METAL CAP FOR H-1979-S13 AND SOUNDING PORT

- A. The cap shall be steel plate, 3/8-in. minimum thickness and composed of low carbon steel.
- B. Sounding port shall be 4-in. steel pipe with a threaded cap extending 2-in. above steel plate cap.
- C. Locking 4-in. cap shall be factory manufactured.

2.14 RESEEDING

- A. Seed for reseeding work and discharge sites shall consist of western wheat grass, blue gramma, and annual rye.

PART 3 EXECUTION

3.01 DRILLING METHODS

- A. Drilling may be performed using direct or reverse air-rotary methods as may be deemed appropriate by the Contractor. Drilling methods shall be consistent with standard practices for drilling water-supply wells, and appropriate for the methods proposed by the Contractor.
- B. The Contractor shall use appropriately sized air-compressor(s) to complete the work taking into consideration the elevation of the work site, surface casing diameter, borehole diameter, and water column. Contractor shall provide boosters as needed to perform the work.

3.02 WATER SUPPLY

- A. All water shall be conserved to the largest degree possible. All water used for the project shall be from a potable supply.
- B. It shall be the Contractor's responsibility to provide and maintain temporary plumbing, transportation, and storage required to complete the work. Before final acceptance of the well, all temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Village and Project Representative.
- C. All costs associated with the maintenance and transportation of water shall be the responsibility of the Contractor.

3.03 DRILLER'S LOG AND RECORDS

- A. Daily Drilling Report: The Contractor shall keep an accurate, up-to-date log of operations at all times in the form of a Daily Drilling Report. The Contractor's Daily Drilling Report shall include the following information, at a minimum:
 - 1. bit size, type, and depth-in
 - 2. in-hole drilling assembly
 - 3. time devoted to each activity
 - 4. water-meter readings for drilling water source
 - 5. number and rating of compressors in use
 - 6. length of casing and screen placed
 - 7. pump setting depth
 - 8. volume annular materials placed
 - 9. water discharge rate and appearance during development
- B. The depth reference of each depth given in the report shall be denoted as ""GL" (ground level).

- C. One copy of each Daily Drilling Report shall be furnished to the Project Representative. The Project Representative does not have the authority to approve costs based on the daily field reports, and, therefore, any signatures made by the Project Representative on the daily field reports or other field documentation provided by the Contractor shall be considered only to acknowledge that the form or report was received, not an acceptance of the hours worked, footage drilled, materials provided, placed, or the like.

3.04 PIPE TALLIES

- A. An accurate record of all drill-pipe, collars, subs, bits, casing, and tubing on the site location shall be maintained at all times. A current pipe tally shall be maintained for all drill bits, subs, cross-overs, collars, stabilizers, drill-pipe, tubing, and casing run into the borehole. Measurements of each joint run into the borehole shall be made to the nearest 0.01 ft prior to running in the borehole.

3.05 REMOVAL OF EXISTING SURFACE CASING

- A. Existing surface casing shall be removed from each well and removed from the site. Contractor shall attempt to pull casing with the drill rig, pump rig, or other appropriate equipment.
- B. If Contractor cannot pull existing surface casing, Contractor shall use casing jacks to remove the casing. Jacks shall be set on a solid base in order to maximize casing removal. Casing jacks shall have a minimum rating of 50 tons. Contractor shall provide all required and appropriately sized materials and fittings for jacking the casing out.
- C. In the event that surface casing cannot be removed by pulling or with casing jacks that are appropriately sized and used, the Contractor shall drill around the outside of the casing with a wash-over bit.

3.06 WASH-OVER DRILLING (ADDITIVE ALTERNATES A and C)

- A. The bit and wash-over casing shall be of sufficient diameter to drill over the outside of the existing surface casing. The wash-over shall be performed to the minimum depth necessary to remove the surface casing.
- B. Wash-over casing shall have an appropriate wall thickness and joint strength such that it can be withdrawn from the borehole without separating.
- C. Contractor must control all discharge of cuttings and water during drilling so that no water, fluid, or cuttings enter Eagle Creek.

3.07 DRILLING FOR INSTALLATION OF NEW SURFACE CASING

- A. Boreholes shall be reamed to a minimum diameter of 20-in. to a depth of 57 ft. Cuttings shall be contained and water produced during drilling shall be discharged to the approved location. No cuttings, water, or fluid shall enter Eagle Creek.

3.08 INSTALLATION OF NEW SURFACE CASING

- A. Casing shall be centered in each borehole and set on the bottom of the reamed borehole. Casing shall be temporarily attached to appropriate steel beams, or piping, placed horizontally on ground surface to prevent the casing from shifting during installation of annular seal.
- B. Welding shall be performed by experienced welders. All welding shall be by the shielded metallic arc process, utilizing direct current. All welding electrodes must be AWS – ASTM approved. All welding shall be electric arc welding to a strength equal to that of the casing. All casing shall be accurately aligned before welding. The Contractor shall guarantee all welds to 75 percent of the ultimate pipe or casing tensile strength and shall be responsible for all damage or costs resulting from failure of a weld to meet this requirement.

3.09 INSTALLATION OF ANNULAR SEAL FOR SURFACE CASING

- A. Bentonite pellets shall be tremied into place. Bentonite seal shall be 5 ft thick. After the pellets are placed, Contractor shall place a sample of the pellets in a container with water at the surface so that the hydration process can be monitored. Seal shall be allowed to fully hydrate before performing additional work.
- B. Tremie shall be placed to an initial depth of 56 ft before pumping the pellets into place.
- C. After bentonite pellets are fully hydrated cement shall be installed using positive displacement methods wherein the bottom of the positive displacement tubing remains submerged within the cement at all times. The tubing may be slowly withdrawn during cementing, but at no time shall the bottom of the tubing be pulled above the top of the cement in the annulus.
 - 1. Initial tubing depth shall be no more than 1 ft above the top of the bentonite seal. Bentonite seal shall be tagged prior to installation of cement seal.
 - 2. Contractor shall place cement in stages as may be needed to prevent the cement from migrating past the bentonite seal into the well bore.
 - 3. If cement migrates past the annular seal into the borehole, Contractor, at Contractor's expense, shall take corrective measures as necessary to prevent cement migration into the well bore below the casing including but not limited to acidizing, and redevelopment as may be appropriate.

3.10 DRILLING OUT PVC CASING AND ANNULAR MATERIALS AT H-1979-S3

- A. The bit for drilling out the PVC casing, screen, and annular materials below the surface casing shall be a minimum of 12.75-in. diameter. Borehole shall be reamed out to a depth of 600 ft.
- B. Cuttings, PVC, and annular materials shall be contained, and water and fluid produced shall be discharged to the approved location. No materials, cuttings, fluids, or water shall enter Eagle Creek. No cuttings or PVC may be discharged to the water discharge location. All cuttings, PVC, and annular materials must be removed from the site and disposed of by the Contractor.
- C. Water produced during drilling shall be discharged to the approved location approximately 550 ft south of the well.

3.11 WELL CONSTRUCTION

- A. Contractor shall perform the work as quickly and safely as possibly to ensure that the blank production casing, screen, and gravel pack can be installed as specified. Casing shall be handled and installed using methods that ensure no damage to the casing or screen.
- B. Welding
1. Welding shall be performed by competent experienced craftsman with current certifications.
 2. All welding shall be by the shielded metallic arc process, utilizing direct current. All welding electrodes must be AWS – ASTM approved. All welding shall be electric arc welding to a strength at least equal to that of the casing. Welding rods shall be of the same material as the casing and screen.
 3. All casing shall be accurately aligned before welding. Contractor shall guarantee all welds to the ultimate pipe or casing tensile strength and shall be responsible for all damage or costs resulting from failure of a weld to meet this requirement.
- C. If casing is lugged for installation, lugs must be stainless steel, and welded with stainless rods. Lugs shall be cut off prior to running the casing in the borehole.
- D. The gravel shall be placed through an appropriately size tremie pipe. The tremie pipe must be installed before the casing and screen are installed. The tremie pipe shall be placed no greater than 60 ft above any portion of the annulus being gravel packed.
- E. Contractor shall provide means of measuring the volume of gravel as it is installed, and continual checks must be made to ensure against voids or bridging of the gravel pack. The minimum amount of gravel introduced in the annulus shall be not less than the computed amount based on the caliper log of the reamed borehole. Any amount placed that is less than the computed amount required shall be deemed a sign of voids or bridging, and corrective measures shall be undertaken by the Contractor at no additional cost to the Owner.
- F. Gravel shall be disinfected during installation by adding 0.25 to 0.5 pounds 65% calcium hypochlorite to each ton of gravel. Chlorine shall conform to NSF 60 and ANSI/AWWA B300.

3.12 AIR-LIFT PUMPING DEVELOPMENT AT H-1979-S3

- A. Well shall be developed by direct or reverse air-lift pumping.
- B. Minimum depth for the bottom of pipe for air-lift pumping shall be 500 ft. Contactor shall stage in the pipe and air-lift pump as needed to help lower the water column.
- C. Air-lift pumping methods and equipment shall result in a minimum sustained production rate of 50 gpm. Contractor shall control the discharge at the wellhead and convey the water to the approved discharge location.

3.13 DISINFECTION H-1979-S3

- A. Disinfection shall be performed prior to installation of Owner's pump. Chlorine used for all disinfection shall conform to NSF 60 and ANSI/AWWA B300.

- B. Contractor shall provide an affidavit to the Owner certifying that the well was disinfected in accordance with AWWA C654 (latest version).
- C. Chlorination of well
1. Wash the upper portion of the well with a solution of chlorine and water. The chlorine solution shall have a concentration between 100 to 200 milligrams per liter (mg/L). The Contractor shall adjust the suggested ratio as appropriate to develop a chlorine concentration ranging from 100 to 200 mg/L, followed by thorough flushing with potable water having a chlorine residual of 2 to 5 mg/L.
 2. Tremie into the well an adequate amount of chlorine to provide a chlorine concentration of 50 to 200 mg/L in the well. Contractor shall make a determination of the quantity of chlorine required to provide a concentration within the range specified. Chlorine solution shall be tremied into the lower, middle, and upper portions of the well, and then distributed throughout the water column using a swab or a bailer. Contractor shall measure the concentration of chlorine in the well and add additional chlorine if needed.
 3. Minimum swab or bailer outside diameter (OD) shall be 4 in. Swab design shall be such that is flexible and will not become stuck in the well.
 4. In the event JSAI collects samples, failure of bacteriologic samples is not the responsibility of JSAI and failure will be considered a disinfection issue.

3.14 PITLESS ADAPTOR, OWNER'S PUMP, AND CONNECTIONS H-1979-S3

- A. Pitless adaptor shall be installed and connected to the distribution piping. The top of the pitless adaptor shall be 2 ft above ground surface. A 2 ft by 2ft by 6-in. thick concrete pad shall be installed around the wellhead. The pad shall be sloped away from the casing.
- B. Contractor shall install Owner's pump to a depth of 540 ft using Owner's existing wire and drop-pipe, and additional wire and drop-pipe provided by Contractor as specified. Wire shall be strapped to the drop-pipe at intervals no greater than 10 ft.
- C. A 1.25-in. nominal PVC sounding tube shall be installed alongside the pump drop-pipe. Sounding tube shall extend to within 5 ft of the top of the pump, and shall be extended to within 3 in. of the top of the well casing/pitless adaptor. Sounding tube shall be strapped to the drop-pipe at intervals no greater than 10 ft.
- D. Contractor shall make all required electrical connections from the pump to the Owner's existing controls.
- E. Contractor shall connect the 3-in. discharge from the pitless to the existing 3-in. distribution line.

3.15 CLEANING OUT H-1979-S13

- A. The bit for drilling below the surface casing shall be 6-in. diameter, which is the diameter the Well Record indicates for the well bore. Cuttings shall be contained and water and fluid produced shall be discharged to the approved location.
- B. Borehole shall be cleaned out to 700 ft, which is the original depth indicated on the Well Record.

3.16 DEVELOPMENT AND TEST PUMPING H-1979-S13

- A. The Contractor shall furnish, install, operate, and remove the pump for developing and testing the well. Contractor shall provide a flow meter capable of both instantaneous and total flow measurements, valve and discharge piping capable of discharging the produced water to the Contractor's approved location. Bottom of the sounding tube shall be attached within 5 ft of the top of the pump. A sampling port shall be installed on the discharge line upstream of the valve.
- B. The water shall be conveyed to the Contractor's approved discharge location and damage to the environment, structures, roads, utilities, or interference with construction shall be prevented. If damage does occur the Contractor shall repair the damage at their cost.
- C. The Project Representative will run a data logging transducer in the sounding tube, and will collect water levels with a sounder.
- D. Development pumping will be directed by the Project Representative. The initial pumping rate shall be restricted and, as the water clears, shall be gradually increased until the maximum rate is reached. The maximum rate will be determined by the Project Representative after consideration of the well drawdown and pumping rate.
- E. Pumping test will be directed by the Project Representative. The test will be a 1,000-minute (16.7 hour) test followed by a minimum of 12 hours of recovery. Contractor may not remove the pump during the recovery period.
- F. If the pump is shut off for any reason during the pumping portion of the tests, it shall remain shut off for 12 hours and the complete test rerun at no additional expense to the Owner; in addition, the Contractor shall compensate the Owner for additional Project Representative time and material costs for work related to redoing the test.
- G. The Contractor shall keep independent records of pumping time, pumping rate, pumping level, sand production, and other discharge characteristics.

3.17 WATER-QUALITY TESTING

- A. Water-quality samples will be collected from each well. Samples must be collected at a time such that they can be delivered to the laboratory so they meet all required holding times. Contractor shall verify laboratory requirements prior to collecting samples. Contractor is responsible for obtaining sample bottles and preservatives from the laboratory.
- B. Contractor shall use a New Mexico Certified Sampler to collect all samples. If scheduled with the Project Representative and the Project Representative has staff available, the Project Representative may be able to provide a Certified Sampler, at no cost, to collect the samples. However, Contractor is responsible for the timely submission of all samples to the laboratory, using storage and shipment methods required by the laboratory.
- C. In the event that the Project Representative collects bacteriological samples and the samples do not pass the microorganism analysis, the Contractor agrees that the Project Representative properly collected the sample(s), and that the well was not properly disinfected. Contractor shall not dispute Project Representative sample collection methods.

- D. All samples shall be submitted by the Contractor to a water analysis laboratory certified by the New Mexico Environment Department (NMED) to perform drinking water analysis, and approved of in advance by the Owner, for analysis as provided in table below. All laboratory detection limits for parameters analyzed shall be below the NMED Drinking Water Quality Standards.
- E. The Contractor shall provide a sampling port on the discharge line between the wellhead and pumping control valve for ease in sample collection.
- F. The samples shall be submitted to the laboratory as soon as practicable and shall meet all sample holding times. If holding times are not met, Contractor shall collect additional samples and have them analyzed as specified at no additional cost to the Owner. If samples have to be resubmitted due to holding times not being met, Project Representative may still provide a Certified Sampler to collect the samples at time and material rates. Otherwise, Contractor can hire another Certified Sampler to collect the samples.

microorganism/turbidity	
contaminant	MCL¹ (mg/L)
total coliforms	Zero
E. Coli	Zero
fecal coliform	Zero
turbidity	n/a

inorganic chemicals	
contaminant	MCL¹ (mg/L)
antimony	0.006
arsenic	0
asbestos (fiber > 10 micrometers)	7 million fibers per liter (MFL)
barium	2
beryllium	0.004
cadmium	0.005
chromium (total)	0.1
copper	1.3
cyanide (as free cyanide)	0.2
fluoride	4.0
lead	zero
mercury (inorganic)	0.002
nitrate (measured as nitrogen)	10
nitrite (measured as nitrogen)	1
selenium	0.05
thallium	0.002

organic chemicals	
contaminant	MCL¹ (mg/L)
acrylamide	TT8
alachlor	0.002
atrazine	0.003
benzene	0.005
BENZO(A)PYRENE (PAHS)	0.0002
carbofuran	0.04
carbon tetrachloride	0.005
chlordane	0.002
chlorobenzene	0.1
2,4-D	0.07

organic chemicals	
contaminant	MCL¹ (mg/L)
dalapon	0.2
1,2-dibromo-3-chloropropane (DBCP)	0.0002
o-dichlorobenzene	0.6
p-dichlorobenzene	0.075
1,2-dichloroethane	0.005
1,1-dichloroethylene	0.007
cis-1,2-dichloroethylene	0.07
trans-1,2-dichloroethylene	0.1
dichloromethane	0.005
1,2-dichloropropane	0.005
di(2-ethylhexyl) adipate	0.4
di(2-ethylhexyl) phthalate	0.006
dinoseb	0.007
dioxin (2,3,7,8-tcdd)	0.00000003
diquat	0.02
endothall	0.1
endrin	0.002
epichlorohydrin	TT8
ethylbenzene	0.7
ethylene dibromide	0.00005
glyphosate	0.7
heptachlor	0.0004
heptachlor epoxide	0.0002
hexachlorobenzene	0.001
hexachlorocyclopentadiene	0.05
lindane	0.0002
methoxychlor	0.04
oxamyl (vydate)	0.2
polychlorinated biphenyls (pcbs)	0.0005
pentachlorophenol	0.001
picloram	0.5
simazine	0.004
styrene	0.1
tetrachloroethylene	0.005
toluene	1
toxaphene	0.003
2,4,5-TP (Silvex)	0.05
1,2,4-trichlorobenzene	0.07
1,1,1-trichloroethane	0.2
1,1,2-trichloroethane	0.005
trichloroethylene	0.005
vinyl chloride	0.002
xylenes (total)	10

radionuclides	
contaminant	MCL¹ (mg/L)
alpha particles	15 picocuries per Liter (pCi/L)
beta particles and photon emitters	4 millirems per year
radium 226 and radium 228 (combined)	5 pCi/L
uranium	30 µg/L as of 12/08/03

other parameters	
contaminant	secondary standard
aluminum	0.05 to 0.2 mg/L
alkalinity	none
bicarbonate	none
calcium	none
chloride	250 mg/L
color	15 (color units)
copper	1.0 mg/L
corrosivity	noncorrosive
fluoride	2.0 mg/L
foaming agents	0.5 mg/L
iron	0.3 mg/L
magnesium	none
manganese	0.05 mg/L
odor	3 threshold odor number
potassium	none
ph	6.5-8.5
silver	0.10 mg/L
sodium	none
sulfate	250 mg/L
total dissolved solids (TDS)	500 mg/L
zinc	5 mg/L

MCL - maximum contaminant level
 mg/L - milligrams per liter

- G. Bacteriological Testing at H-1979-S3: The Contractor will collect properly preserved samples for bacteriological analysis. Samples shall be collected per AWWA C654-13. It is the Contractor’s responsibility to ensure that the sampling port is properly disinfected. Residual chlorine must be non-detectable. Bacteriological testing shall be performed and approved results received prior to the completion of the pumping.
- H. The water shall be deemed unacceptable if bacteria are present. It is the Contractor’s responsibility to see that the well is so tested, and if results are unacceptable, to continue to disinfect the well at the Contractor’s expense. Additional bacteriological samples shall be submitted at the Contractor’s expense to the laboratory as necessary to verify effectiveness of disinfection.
- I. In the event JSAI collects samples, failure of bacteriologic samples is not the responsibility of JSAI and failure will be considered a disinfection issue, and Contractor remains responsible for timely submission of samples to the laboratory.

3.18 WELL VIDEO SURVEYS

- A. The Contractor shall make a closed-circuit color video inspection of the entire depth of each well. The Contractor shall allow Village Staff and Projects Representative to supervise the work and Contractor shall coordinate the work with them. Video shall not be performed within 4 days of performing any work in the well.
- B. The camera and wire line shall be disinfected prior to performing the video survey by spraying with a chlorine solution having a minimum concentration of 5 percent.
- C. The camera shall be zeroed at ground surface. The camera shall be run at a maximum speed of 20 ft/min. Side scans shall be taken regularly of casing joints in H-1979-S3, and of the borehole wall in H-1979-S13. In the event that the water is too turbid to view the casing using the down-hole view, the video shall be performed primarily using a side-scan view, and the camera shall be slowly rotated as it advances. Frequent checks shall be made using the down-hole view to assess if water clarity improves enough to use the down-hole view.
- D. Contractor shall make written observations of the condition of the casing, open borehole, and water clarity as the work is performed. A copy of the Contractor's observations shall be provided to the Village and Project Representative upon completion of the work.
- E. The digital video disk (DVD) or memory stick shall be labeled with the following information:
 - 1. Name of the Owner
 - 2. Name and number of well
 - 3. Date
 - 4. Depths
 - 5. Notations requested by the Owner, Engineer, and Project Representative
 - 6. Name of company performing the video survey
- F. Original recording and four (4) reproducible copies shall be furnished to the Project Representative.

3.19 SITE CLEANUP

- A. Contractor shall remove and dispose of all casing and materials removed from the well, PVC, trash, and debris.
- B. Site shall be restored, including leveling out and backfilling trenches, vehicle ruts, berms, pits, spreading out cuttings, and the like.
- C. Wellheads shall be secured to prevent tampering including the unwanted entry of materials and fluids.

PART 4 PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. All measurements and payments will be based on completed work performed in strict accordance with the drawings and specifications and in accordance with contract unit-prices. If quantity of drilling, length of annular material varies from specified lengths unit bid prices shall prevail.
- B. Work and items not listed in the contract unit-price schedule will not be paid for separately, and will be considered incidental to which such work applies to the project.
- C. No claims for pump damage, pump wear, and the like will be accepted or paid.
- D. Additive alternate bid items are at the Owner's discretion, and work associated with these items must be pre-approved by the Owner.
- E. If Contractor improperly uses casing jacks for the removal of existing surface casing, or elects to not attempt to use casing jacks, no payment will be made for the additive alternate for removal or existing surface casing by wash-over, even if Contractor removes the casing using wash-over methods.

4.02 MEASUREMENT

A. Base Bid Measurement Items H-1979-S3 (River Well)

1. Mobilization and Demobilization to H-1979-S3 and H-1979-S13: Mobilization and demobilization for the entire project, including H-1979-S13, of all equipment and personnel including but not limited to drilling rig and equipment, pump rig, materials, supplies, personnel, and video survey equipment will be paid for at the lump-sum contract price, which shall constitute full compensation for site preparation, bringing equipment, demobilization of equipment, disposal of materials, cleaning up after completion of the work, submission of Well Records to the NMOSE and other appurtenances and incidental items not specifically called out in the bid proposal. Payment will be distributed 50 percent on first pay estimate and 50 percent on final pay estimate for work performed as specified and submission of Well Records to the NMOSE, and required closeout documents.
2. Remove Existing Pitless Adaptor and Surface Casing (H-1979-53): Removing the existing pitless adaptor and surface casing shall be measured on a lump sum basis for work successfully performed.
3. Ream Borehole to 20-in. for Surface Casing to 57 ft: Reaming borehole to specified depth shall be measured on a lump-sum basis for work performed as specified.
4. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular shall be measured on a lump-sum basis for work performed as specified.
5. Ream Out Existing Borehole, PVC Casing and Screen, and Annular Materials to 12.75-in. Diameter: Reaming out existing borehole, PVC casing and annular materials to original well depth shall be measured on a per linear foot basis for work performed as specified.

6. Supply and Install 8.625-in. Type 304L Stainless-Steel Blank Production Casing: Supplying and installing the 8.625-in., Type 304L stainless steel, blank production casing shall be measured on a per linear foot basis for work performed as specified. No measurement shall be made for the Type 304L stainless steel bull-nose end cap.
7. Supply and Install 8.625-in. Type 304L Stainless Steel Mill-Slotted Screen with Bull-Nose End Cap: Supplying and installing the 8.625-in., Type 304L stainless steel, mill-slotted screen shall be measured on a per linear foot basis for work performed as specified.
8. Supply and Install 3/8-in. Gravel Pack: Supply and installing the gravel pack shall be measured on a per linear foot basis for work performed as specified.
9. Development by Air-Lift Pumping: Development by air-lift pumping shall be measured on a per hour basis for work performed as specified. Connection times for installation and removal of equipment and tubular products are not considered development and will not be measured.
10. Supply and Installation of Pitless Adaptor, and Connection to Distribution System: Installation of pitless adaptor and connection to distribution system shall be measured on a lump-sum basis for work performed as specified.
11. Disinfection: Disinfection shall be measured on a lump-sum basis for work performed as specified.
12. Supply and Install 3-in. T&C Schedule 40 Steel Drop-Pipe, and Additional Electrical Wire for Pump: Supply and installing the drop-pipe and electrical wire shall be measured on per linear foot basis for the materials as specified.
13. Installation of Owner's Pump to 540 ft, and Connect to Existing Pump Controls: Installation of Owner's pump and electrical connections shall be measured on a lump-sum basis for work performed as specified.
14. Disposal of Cuttings, PVC, and Annular Materials: Disposal shall be measured on a lump-sum basis for work performed as specified.
15. Water-Quality Analysis: Water-quality analysis will be measured on a lump-sum basis based on the submission of samples within specified holding times and analysis by a certified drinking water-quality analytical laboratory using methods which provide detection limits below the New Mexico Environment Department, Drinking Water Bureau standards.
16. Video Survey: Well video survey as specified will be measured on a lump sum basis for work acceptably performed.

B. Base Bid Measurement Items H-1979-S13

1. Remove Existing Surface Casing: Removing the existing surface casing shall be measured on a lump sum basis for work successfully performed.
2. Ream Borehole to 20-in. for Surface Casing to 57 ft: Reaming borehole to specified depth shall be measured on a lump-sum basis for work performed as specified.
3. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular shall be measured on a lump-sum basis for work performed as specified.

4. Clean Out Borehole to 6-in. Diameter: Cleaning out borehole by drilling shall be measured on a per linear foot for work performed as specified.
5. Supply, Install, and Remove Test Pump: Supplying, installing, and removing of test pump and appurtenances shall be measured on a lump-sum basis for work performed as specified.
6. Development and Test Pumping: Development and test pumping shall be measured on an hourly basis for work performed as specified. No measurement will be made for recovery time.
7. Water-Quality Analysis: Water-quality analysis will be measured on a lump-sum basis based on the submission of samples within specified holding times and analysis by a certified drinking water-quality analytical laboratory using methods which provide detection limits below the New Mexico Environment Department, Drinking Water Bureau standards.
8. Video Survey: Well video survey will be measured on a lump sum basis for work acceptably performed.

C. Additive Alternate A Measurement Item H-1979-S3

1. Perform Wash-Over by Drilling Borehole Around Existing Surface Casing at H-1979-S3 (River Well): Wash-over drilling around the existing production casing will be measured per linear foot from ground level to depth drilled.

D. Additive Alternate B Measurement Items H-1979-S3

1. Mobilization and Demobilization H-1979-S3 and H-1979-S13: Mobilization and demobilization for the entire project, including H-1979-S13, of all equipment and personnel including but not limited to drilling rig and equipment, pump rig, materials, supplies, personnel, and video survey equipment will be paid for at the lump-sum contract price, which shall constitute full compensation for site preparation, bringing equipment, demobilization of equipment, disposal of materials, cleaning up after completion of the work, submission of Well Records to the NMOSE and other appurtenances and incidental items not specifically called out in the bid proposal. Payment will be distributed 50 percent on first pay estimate and 50 percent on final pay estimate for work performed as specified and submission of Well Records to the NMOSE, and required closeout documents.
2. Remove Existing Pitless Adaptor and Surface Casing: Removing the existing pitless adaptor and surface casing shall be measured on a lump sum basis for work successfully performed.
3. Ream Borehole to 20-in. for Surface Casing to 57 ft: Reaming borehole to specified depth shall be measured on a lump-sum basis for work performed as specified.
4. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular shall be measured on a lump-sum basis for work performed as specified.
5. Ream Out Existing Borehole, PVC Casing and Screen, and Annular Materials to 12.75-in. Diameter: Reaming out existing borehole, PVC casing and annular materials to original well depth shall be measured on a per linear foot basis for work performed as specified.
6. Drill 12.75-in. borehole from 600 to 1,000 ft: Drilling 12.75-in. dia. borehole from 600 to 1,000 ft shall be measured on a per linear foot basis for work performed as specified.

7. Supply and Install 8.625-in. Type 304L Stainless Steel Blank Production Casing: Supplying and installing the 8.625-in., Type 304L stainless steel, blank production casing shall be measured on a per linear foot basis for work performed as specified. No measurement shall be made for the Type 304L stainless steel bull-nose end cap.
8. Supply and Install 8.625-in. Type 304L Stainless-Steel Mill-Slotted Screen with Bull-Nose End Cap: Supplying and installing the 8.625-in., Type 304L stainless steel, mill-slotted screen shall be measured on a per linear foot basis for work performed as specified.
9. Supply and Install 3/8-in. Gravel Pack: Supply and installing the gravel pack shall be measured on a per linear foot basis for work performed as specified.
10. Development by Air-Lift Pumping: Development by air-lift pumping shall be measured on a per hour basis for work performed as specified. Connection times for installation and removal of equipment and tubular products are not considered development and will not be measured.
11. Supply and Installation of Pitless Adaptor, and Connection to Distribution System: Installation of pitless adaptor and connection to distribution system shall be measured on a lump-sum basis for work performed as specified.
12. Disinfection: Disinfection shall be measured on a lump-sum basis for work performed as specified.
13. Supply and install 3-in. T&C Schedule 40 Steel Drop-Pipe and Additional Electrical Wire for Pump: Supplying and installing the drop-pipe shall be measured on per linear foot basis for the materials as specified.
14. Supply and Install Electrical Wire for Pump Setting of 800 ft: Supply and installing electrical wire for a pump setting of 800 shall be measured on per linear foot basis for the materials specified.
15. Installation of Owner's Pump to 800 ft, and Connect to Existing Pump Controls: Installation of Owner's pump and electrical connections shall be measured on a lump-sum basis for work performed as specified.
16. Disposal of Cuttings, PVC, and Annular Materials: Disposal shall be measured on a lump-sum basis for work performed as specified.
17. Water-Quality Analysis: Water-quality analysis will be measured on a lump-sum basis based on the submission of samples within specified holding times and analysis by a certified drinking water-quality analytical laboratory using methods which provide detection limits below the New Mexico Environment Department, Drinking Water Bureau standards.
18. Video Survey: Well video survey as specified will be measured on a lump sum basis for work acceptably performed.

E. Additive Alternate C Measurement Item H-1979-S13

1. Perform Wash-Over by Drilling Borehole Around Existing Surface Casing at H-1979-S13: Wash-over drilling around the existing production casing will be measured per linear foot from ground level to depth drilled.

4.03 PAYMENT

A. Base Bid Payment Items H-1979-S3 (River Well)

1. Mobilization and Demobilization H-1979-S3 and H-1979-S13: Mobilization and demobilization for the entire project, including H-1979-S13, shall be paid on a lump sum basis for work measured.
2. Remove Existing Pitless Adaptor and Surface Casing: Removing the existing pitless adaptor and surface casing shall be paid on a lump sum basis for work measured.
3. Ream Borehole to 20-in. for Surface Casing: Reaming borehole to specified depth shall be paid on a lump-sum basis for work measured.
4. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular seal shall be paid on a lump-sum basis for work measured.
5. Ream Out Existing Borehole, PVC Casing and Annular Materials to 12.75-in. Diameter: Reaming out existing borehole, PVC casing and annular materials to original well depth will be paid per linear foot of drilling measured.
6. Supply and Install 8.625-in. Type 304L Stainless Steel Blank Production Casing: Supplying and installing the 8.625-in., Type 304L stainless steel, blank production casing shall be paid on a per linear foot basis for work measured.
7. Supply and Install 8.625-in. Type 304L Stainless Steel Mill-Slotted Screen: Supplying and installing the 8.625-in., Type 304L stainless steel, mill-slotted screen shall be paid on a per linear foot basis for work measured.
8. Supply and Install 3/8-in. gravel pack: Supply and installing the gravel pack shall be paid on a per linear foot basis for work measured.
9. Development by Air-Lift Pumping: Development by air-lift pumping shall be measured on a per hour basis for work measured. No payment will be made for installation or removal of tools, tubular products, or setup time.
10. Supply and Installation of Pitless Adaptor, and Connection to Distribution System: Supplying and installing the pitless adaptor, and connection to distribution system shall be paid on a lump-sum basis for work performed as specified.
11. Disinfection: Disinfection will be paid on a lump-sum basis for work measured.
12. Supply and install 3-in. T&C schedule 40 steel drop-pipe, and additional electrical wire: Supply and installing the drop-pipe and electrical wire shall be paid on per linear foot basis for work measured.
13. Installation of Owner's Pump to 540 ft, and Connect to Existing Pump Controls: Installation of Owner's pump and connection to existing pump controls shall be paid on a lump-sum basis for work measured.
14. Disposal of cuttings, PVC, and Annular Materials: Disposal of cuttings, PVC, and annular materials will be paid on a lump-sum basis for work measured

15. Water Quality Analysis: Water-quality analysis will be paid on a lump-sum basis for work measured.
16. Video Survey: Well video survey will be paid at the lump-sum amount bid for work measured.

B. Base Bid Payment Items H-1979-S13

1. Remove Existing Surface Casing: Removing the existing surface casing shall be paid on a lump sum basis for work measured.
2. Ream Borehole to 20-in. for Surface Casing: Reaming borehole to specified depth shall be paid on a lump-sum basis for work measured.
3. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular seal shall be paid on a lump-sum basis for work measured.
4. Clean Out Borehole to 6-in. Diameter: Cleaning out borehole by drilling shall be paid per linear foot for work measured.
5. Supply, Install, and Remove Test Pump: Supplying, installing, and removing of test pump and appurtenances shall be paid on a lump-sum basis for work measured.
6. Development and Test Pumping: Development and test pumping shall be paid on an hourly basis for work measured.
7. Water Quality Analysis: Water-quality analysis will be paid on a lump-sum basis for work measured.
8. Video Survey: Well video survey will be paid at the lump-sum amount bid for work measured.

C. Additive Alternate A Payment Items H-1979-S3

1. Perform Wash-Over by Drilling Borehole Around Existing Surface Casing at H-1979-S3 (River Well): Wash-over drilling around the existing production casing will be paid per linear foot of drilling measured.

D. Additive Alternate B Payment Items H-1979-S3

1. Mobilization and Demobilization H-1979-S3 and H-1979-S13: Mobilization and demobilization for the entire project, including H-1979-S13, shall be paid on a lump sum basis for work measured.
2. Remove Existing Pitless Adaptor and Surface Casing: Removing the existing pitless adaptor and surface casing shall be paid on a lump sum basis for work measured.
3. Ream Borehole to 20-in. for Surface Casing: Reaming borehole to specified depth shall be paid on a lump-sum basis for work measured.
4. Provide and Install 14-in. Surface Casing and Annular Seal: Providing and installing surface casing and annular seal shall be paid on a lump-sum basis for work measured.

5. Ream Out Existing Borehole, PVC Casing and Annular Materials to 12.75-in. Diameter: Reaming out existing borehole, PVC casing and annular materials to original well depth will be paid per linear foot of drilling measured.
6. Drill 12.75-in. borehole from 600 to 1,000 ft: Drilling 12.75-in. dia. borehole from 600 to 1,000 ft shall be paid per linear foot of drilling measured.
7. Supply and Install 8.625-in. Type 304L Stainless Steel Blank Production Casing: Supplying and installing the 8.625-in., Type 304L stainless steel, blank production casing shall be paid on a per linear foot basis for work measured.
8. Supply and Install 8.625-in. Type 304L Stainless Steel Mill-Slotted Screen: Supplying and installing the 8.625-in., Type 304L stainless steel, mill-slotted screen shall be paid on a per linear foot basis for work measured.
9. Supply and Install 3/8-in. gravel pack: Supply and installing the gravel pack shall be paid on a per linear foot basis for work measured.
10. Development by Air-Lift Pumping: Development by air-lift pumping shall be measured on a per hour basis for work measured. No payment will be made for installation or removal of tools, tubular products, or setup time.
11. Supply and Installation of Pitless Adaptor, and Connection to Distribution System: Supplying and installing the pitless adaptor, and connection to distribution system shall be paid on a lump-sum basis for work performed as specified.
12. Disinfection: Disinfection will be paid on a lump-sum basis for work measured.
13. Supply and Install 3-in. T&C schedule 40 steel drop-pipe: Supplying and installing the drop-pipe shall be paid on per linear foot basis for pipe measured.
14. Supply and install electrical wire for pump setting of 800 ft: Supply and installing electrical wire for a pump setting of 800 shall be paid on per linear foot basis for materials measured.
15. Installation of Owner's Pump to 800 ft, and Connect to Existing Pump Controls: Installation of Owner's pump and connection to existing pump controls shall be paid on a lump-sum basis for work measured.
16. Disposal of cuttings, PVC, and Annular Materials: Disposal of cuttings, PVC, and annular materials will be paid on a lump-sum basis for work measured.
17. Water-Quality Analysis: Water-quality analysis will be paid on a lump-sum basis for work measured.
18. Video Survey: Well video survey will be paid at the lump-sum amount bid for work measured.

E. Additive Alternate C Payment Items H-1979-S13

1. Perform Wash-Over by Drilling Borehole Around Existing Surface Casing at H-1979-S13: Wash-over drilling around the existing production casing will be paid per linear foot of drilling measured.

ILLUSTRATIONS



Figure 1. Location map showing H-1979-S3 (River Well), and H-1979-S13, Village of Ruidoso, New Mexico.

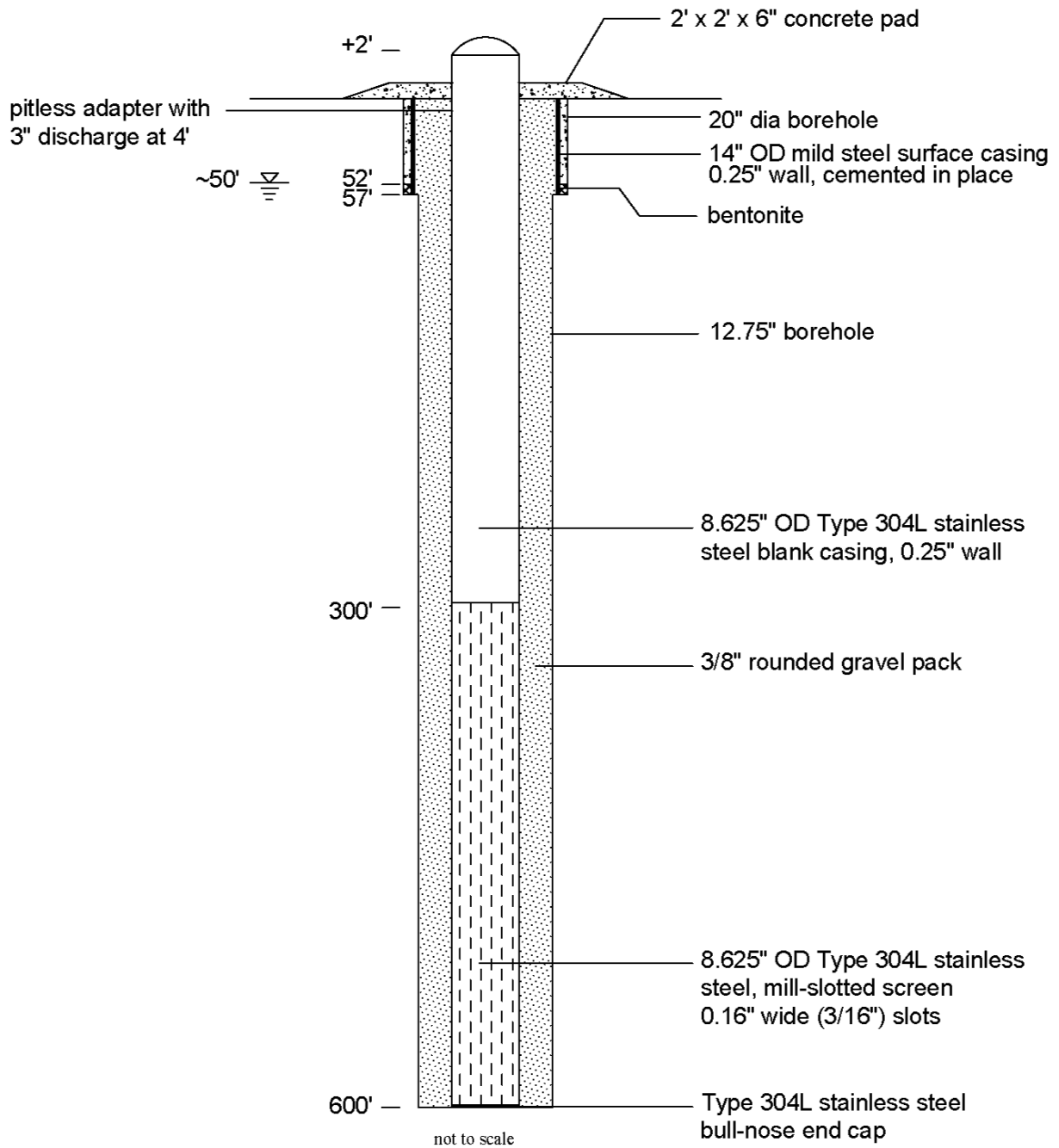


Figure 2. Proposed completion diagram for modifications to Well H-1979-S3 (River Well), original completion May 1996, Village of Ruidoso, New Mexico.

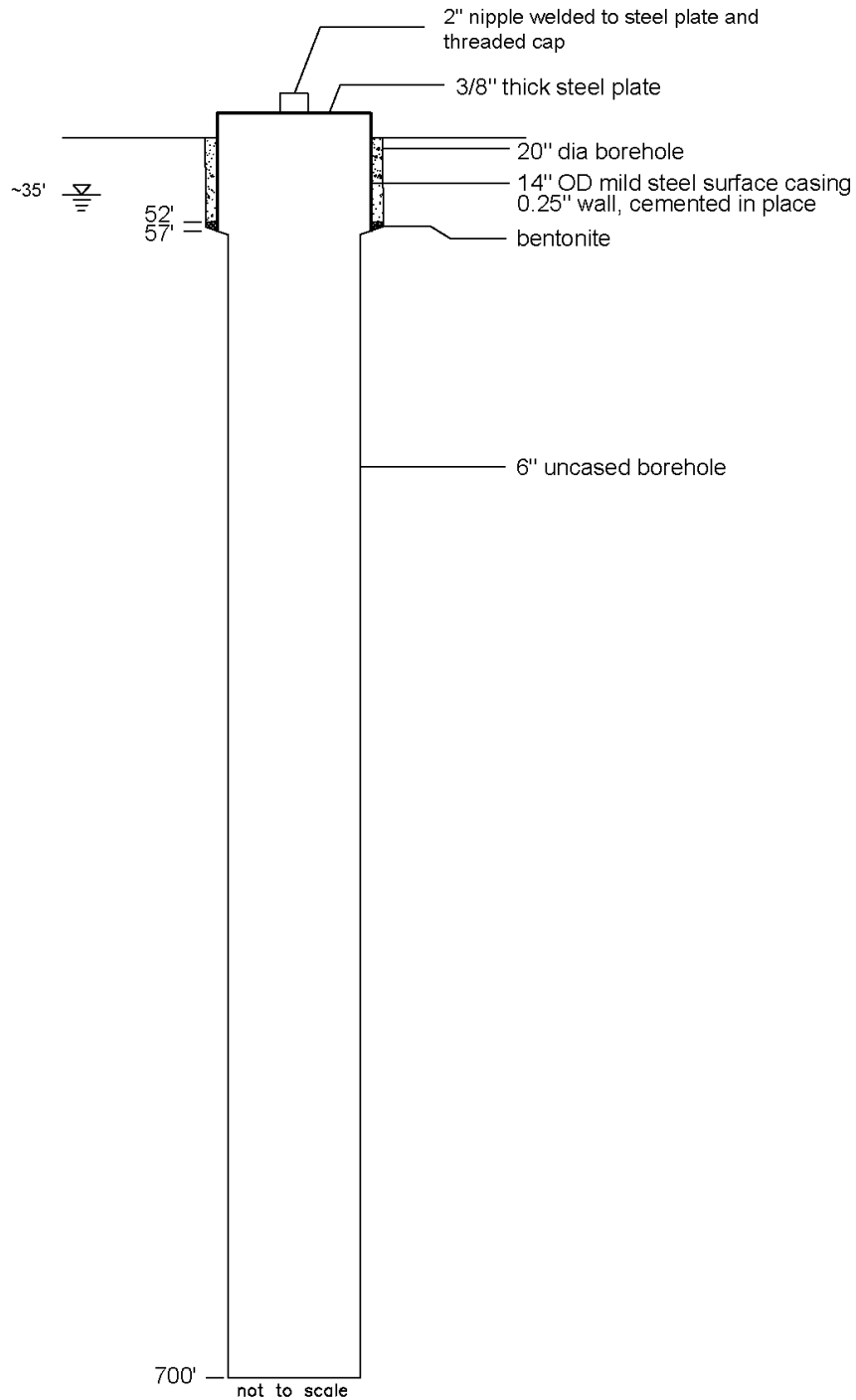


Figure 3. Proposed completion diagram for modifications to H-1979-S13, original completion February 2000, Village of Ruidoso, New Mexico.

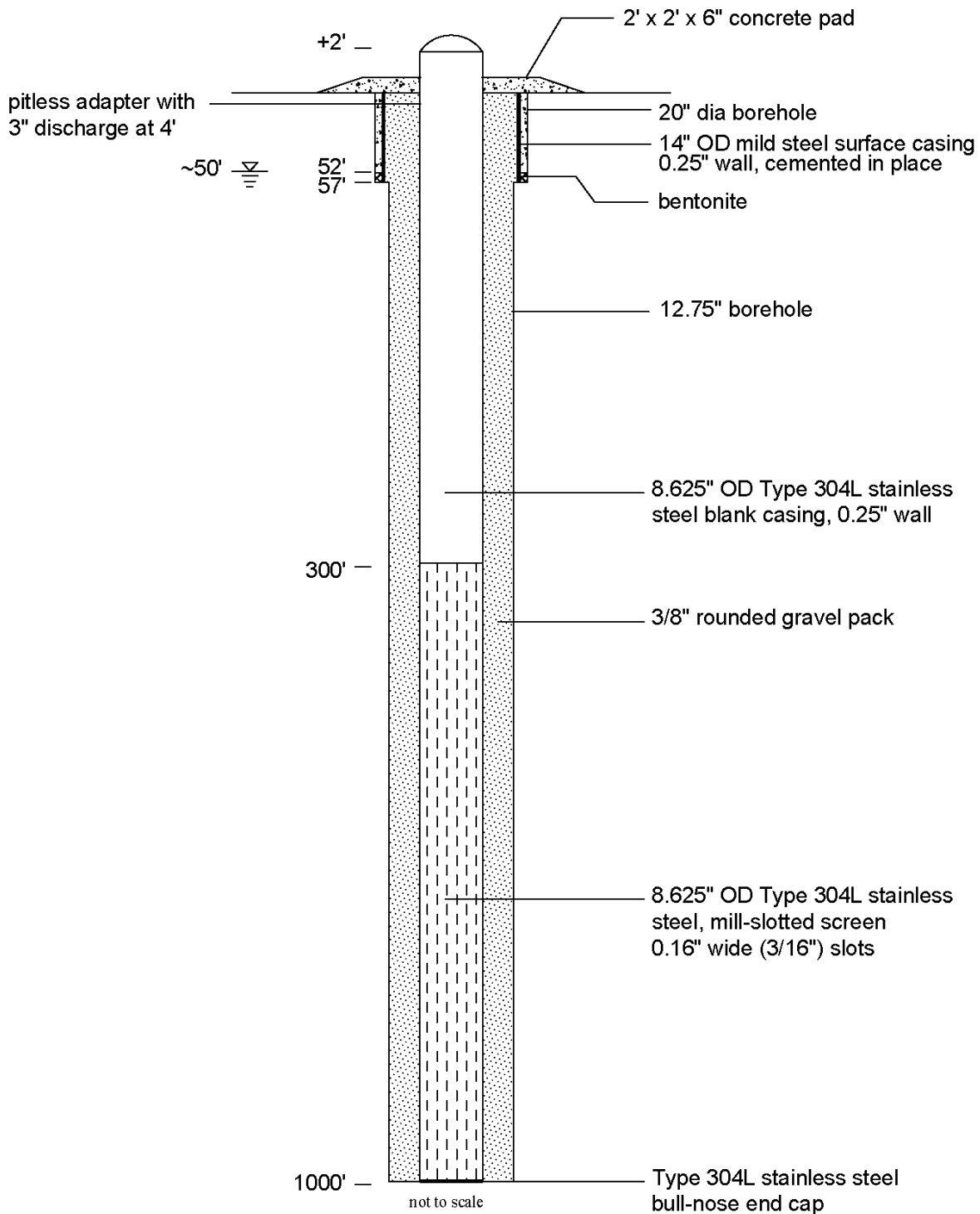


Figure 4. Proposed completion diagram for Additive Alternate B modifications to H-1979-S-3 (River Well) original completion May 1996, Village of Ruidoso, New Mexico.

APPENDIX 1.

**H-1979-S3 original Well Record filed with the
New Mexico Office of the State Engineer**

Revised June 1972

STATE ENGINEER OFFICE
WELL RECORD

Section 1. GENERAL INFORMATION

(A) Owner of well VILLAGE OF RUIDOSO c/o ATKINS ENGINEERING ASSOC Owner's Well No. _____
Street or Post Office Address PO BOX 3156
City and State ROSWELL, NM 88202-3156

Well was drilled under Permit No. H-2528-Expl-3 and is located in the:
a. NW NW 56 $\frac{1}{4}$ of Section 33 Township 10S Range 13E N.M.P.M.

b. Tract No. _____ of Map No. _____ of the _____

c. Lot No. _____ of Block No. _____ of the _____
Subdivision, recorded in Lincoln County.

d. X= _____ feet, Y= _____ feet, N.M. Coordinate System _____ Zone in the _____ Grant.

(B) Drilling Contractor Statewide Drilling, Inc. License No. WD-601
P. O. Box 458
Address La Luz, NM 88337

Drilling Began May 21, 1996 Completed May 24, 1996 Type tools Air Rotary Size of hole 8 in.

Elevation of land surface or _____ at well is _____ ft. Total depth of well 600 ft.

Completed well is shallow artesian. Depth to water upon completion of well 60 ft.

Section 2. PRINCIPAL WATER-BEARING STRATA

Depth in Feet		Thickness in Feet	Description of Water-Bearing Formation	Estimated Yield (gallons per minute)
From	To			
75	76		fracture	5
410	415	5	fracture	50

Section 3. RECORD OF CASING

Diameter (inches)	Pounds per foot	Threads per in.	Depth in Feet		Length (feet)	Type of Shoe	Perforations	
			Top	Bottom			From	To
8	steel		+6	21	21 $\frac{1}{2}$			
5	PVC		0	555	555		475	555

Section 4. RECORD OF MUDDING AND CEMENTING

Depth in Feet		Hole Diameter	Sacks of Mud	Cubic Feet of Cement	Method of Placement
From	To				

Section 5. PLUGGING RECORD

Plugging Contractor _____
Address _____
Plugging Method _____
Date Well Plugged _____
Plugging approved by: _____
State Engineer Representative

No.	Depth in Feet		Cubic Feet of Cement
	Top	Bottom	
1			
2			
3			
4			

FOR USE OF STATE ENGINEER ONLY

Date Received 07-01-96 Quad _____ FWL _____ FSL _____
File No. H-2528-Expl-3 (1979-5-3) Use Exploratory Location No. 10S.13E.33.41123

10.13.33.41123

APPENDIX 2.

**H-1979-S13 original Well Record filed with the
New Mexico Office of the State Engineer**

Revised June 1972

STATE ENGINEER OFFICE
WELL RECORD

H-1979-
Cby New Don

Section 1. GENERAL INFORMATION

(A) Owner of well VILLAGE OF RUIDOSO ATKINS ENGINEERING Owner's Well No. _____
Street or Post Office Address PO BOX 3156
City and State ROSWELL, NM 88202

Well was drilled under Permit No. H-3055 and is located in the:

a. _____ $\frac{1}{4}$ _____ $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 Township 10S Range 13E N.M.P.M.

b. Tract No. _____ of Map No. _____ of the _____

c. Lot No. _____ of Block No. _____ of the _____
Subdivision, recorded in LINCOLN County.

d. X= _____ feet, Y= _____ feet, N.M. Coordinate System _____ Zone in
the _____ Grant.

(B) Drilling Contractor STATEWIDE DRILLING, INC. License No. WD-601

Address PO BOX 458 LA LUZ, NM 88337

Drilling Began 02/08/00 Completed 02/15/00 Type tools Air Rotary Size of hole 6 in.

Elevation of land surface or _____ at well is _____ ft. Total depth of well 700 ft.

Completed well is shallow artesian. Depth to water upon completion of well _____ ft.

Section 2. PRINCIPAL WATER-BEARING STRATA

Depth in Feet		Thickness in Feet	Description of Water-Bearing Formation	Estimated Yield (gallons per minute)
From	To			
220	240	20	fracture	5

Section 3. RECORD OF CASING

Diameter (inches)	Pounds per foot	Threads per in.	Depth in Feet		Length (feet)	Type of Shoe	Perforations	
			Top	Bottom			From	To

Section 4. RECORD OF MUDDING AND CEMENTING

Depth in Feet		Hole Diameter	Sacks of Mud	Cubic Feet of Cement	Method of Placement
From	To				

Section 5. PLUGGING RECORD

Plugging Contractor _____
Address _____
Plugging Method _____
Date Well Plugged _____
Plugging approved by: _____
State Engineer Representative

No.	Depth in Feet		Cubic Feet of Cement
	Top	Bottom	
1			
2			
3			
4			

FOR USE OF STATE ENGINEER ONLY 172469

Date Received 03-20-2000

Quad _____ FWL _____ FSL _____

File No. H-3055 Use Exploratory Location No. 10.13.33.13

77757

Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

APPENDIX K – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and _____, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Village," in the sum of five percent (5%) of Lump Sum Base Bid amount for payment of which in lawful money of the United Sates, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THE ABOVE OBLIGATED IS SUCH THAT, WHEREAS, Principal has submitted a Bid for:

NOW, THEREFORE, if the Village shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Village in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS OF WHEREOF, we have hereunto set our hands this _____ day of _____, 2022.

PRINCIPAL:

SURETY:

Name of firm

Name of firm

Signature

Signature

Printed Name

Printed Name

Title

Title

Address For Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)
APPENDIX L – BIDDER SCHEDULE, MATERIALS &
EQUIPMENT

The Contractor shall submit the following items with the bid: (Additional pages may be included if needed)

1. Schedule

- a) Earliest available start date and estimated time to complete the work.

2. NSF 60 and NSF 61 Documentation for Materials

- a) Casing
- b) Pitless adaptor
- c) Bentonite seal
- d) Drilling additives
- e) Chlorine

3. Drilling Rig and Related Equipment

- a) Rated hook load and safe load
- b) Mast height
- c) Available rotary table horsepower, or drilling torque of top head
- d) Available draw works horsepower
- e) Rated capacity of air-compressor(s) and booster(s) (for drilling and development)
- f) Total available rig horsepower
- g) Capacity of casing jacks for removing existing surface casing
- h) Type(s) of bits and diameters
- i) Number, diameters, lengths, and weights of drill collars
- j) Size and weight of drill pipe
- k) Inside diameter (ID) of pipe for reverse air-lift pumping (if applicable)
- l) Diameter of eductor pipe for reverse air-lift pumping (if applicable)

**APPENDIX M – NM DEPARTMENT OF WORKFORCE
SOLUTIONS WAGE RATES**

(Blank to next page)



TYPE “A” – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	26.48	12.14
Carpenter- Los Alamos County	29.24	13.94
Cement Mason	17.74	7.41
Drywall Finisher/Taper	25.21	8.00
Glazier		
Glazier/Fabricator	21.00	6.45
Delivery Driver	11.50	6.45
Ironworker	27.70	17.89
Painter- Commercial	17.75	8.20
Paper Hanger	17.75	8.20
Plumber/Pipefitter	33.10	13.10
Electricians- Outside Classifications: Zone 1		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
Electricians-Outside Classifications: Zone 2		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
Electricians-Outside Classifications: Los Alamos		
Ground man	25.27	11.76
Equipment Operator	36.27	16.09

Lineman	45.47	18.36
Journeyman technician	42.41	17.60
Cable Splicer	49.59	19.40
Laborers		
Group I	14.79	6.93
Group II	15.29	6.93
Group III	16.79	6.93
Group IV	17.29	6.93
Operators		
Group I	19.93	6.74
Group II	20.92	6.74
Group III	21.02	6.74
Group IV	21.14	6.74
Group V	21.24	6.74
Group VI	21.44	6.74
Group VII	21.61	6.74
Group VIII	21.92	6.74
Group IX	29.87	6.74
Group X	33.32	6.74
Soft Floor Layers	20.75	8.45
Truck Drivers		
Group I-IX	17.65	8.72

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

ITB #2023-010B
Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement)

APPENDIX N – SAMPLE CONTRACT

(Blank to next page)

CONTRACT FOR GOODS AND SERVICES ITB # 2023-010B

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and XXXXXXXXX, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Purchasing
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343
Email: purchasing@ruidoso-nm.gov

Contractor Name:
ATTN:
Title: President
Street: 123 Main Street
City, State, Zip: Any Town, NM 99999
Phone: XXX-XXX-XXXX
Cell : XXX-XXXX
Email: XXX-XXXX

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the ITB #2023-010B – Well H-1979-S3 (River Well) and Well H-1979-S13 Modifications (Re-Advertisement) and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to Contractor Name. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Contractor shall perform the work as outlined in Exhibit A and attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE**

CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. **Retainage.** Not Applicable – The Parties agree there is no retainage.

E. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective upon notice of award to the Contractor and until final project closeout, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. **Grounds.** The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. **Notice; Procuring Agency Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30)

day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because

1. the Contractor is not a councilor;
2. the Contractor is not a member of a councilor's family;
3. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
4. if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial

interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings

both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. **Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. **Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. **Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring

Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement,

caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

25. **Default and Force Majeure.**

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

27. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. **Inspection of Plant.**

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

29. **Liquidated Damages.**

The completion of the work covered by this contract within the time specified is essential in order to minimize the impact to the public. Therefore, liquidated damages in the amount of One Thousand (\$1,000.00) per day will be withheld from payments due to the Contractor for each working day necessary to physically complete the contract after the expiration of the specified contract time, plus any authorized time extensions. If the project is unduly due to lack of vigorous prosecution of the part of the Contractor, such lack shall be considered grounds for termination of the contract with the Village of Ruidoso completing the work, under provisions of the General Conditions.

30. **Contract Time.**

The work shall be completed within six (6) months after Notice to Proceed. All work specified in the contract documents and technical specifications shall be completed within the contract time.

A working day is defined as any day when, in the judgment of the project manager, soil and weather conditions are such as would permit work to be performed on the project for six (6) hours or over, unless other conditions beyond Contractor's control prevent such operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, and official holidays as established by the Village of Ruidoso will not be charged as working days.

The contract time shall begin on the date noted on the "Notice to Proceed". The project manager will be the judge of the number of working days to be charged under the contract. No allowance will be made for delay or suspension of work due to fault of the Contractor.

In case of dispute the Contractor shall, within ten (10) calendar days of the day(s) in question, request in writing a judgment of the current working day count and the day(s) in question. The project manager shall respond with a written notice within ten (10) calendar days as to whether or not the day(s) in question will be counted as working days. Any objection by the Contractor to the number of working days charged shall be made in writing and shall set forth his objections and reasons therefore.

31. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

(Insert Contractor Staff Name(s))

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the

Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. **Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

G. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.

H. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

39. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

Lynn D. Crawford, Mayor

Date

CONTRACTOR:

Contractor, Title

Date

ATTEST:

Jini S. Turri, Village Clerk